

**STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE**

AMERICAN MOSLEM SOCIETY,  
Plaintiff,

v

MIDWEST MEMORIAL GROUP LLC  
d/b/a WOODMERE CEMETERY,  
Defendant.

Case No. 20-006690-CB

Hon. Muriel D. Hughes

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Attorney for Defendant

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**PLAINTIFF'S MOTION FOR SUMMARY DISPOSITION  
OF COUNT I OF THE COMPLAINT  
WITH INTEGRATED BRIEF IN SUPPORT**

**MOTION**

Plaintiff hereby moves for summary disposition of Count I of the Complaint. Count I asserts that the parties hereto entered into an agreement for the purchase of 1000 graves in Woodmere Cemetery. To date, Plaintiff has paid the amount of \$406,250.00 for 650 of the graves. However, Defendant has refused to allow the use of any of these graves until it receives payment in full for all 1000 graves governed by the purchase agreement. Because there is no factual dispute concerning Plaintiff's entitlement to use the graves it has already paid for, issuance of summary disposition in favor of Plaintiff is appropriate at this time. Plaintiff relies on the following facts in support of this motion:

1. Plaintiff, American Moslem Society (referred to herein as the "Mosque" or "Plaintiff"), is a Michigan nonprofit corporation which operates a mosque in Wayne County, Michigan at 9945 Vernor Highway, Dearborn, Michigan.

2. Defendant, Midwest Memorial Group LLC, is a Delaware limited liability company which operates as a holding company for 13 cemeteries, including Woodmere Cemetery located adjacent to the Plaintiff at 9400 West Fort St, Detroit, Michigan. Defendant is itself a wholly owned subsidiary of a publicly listed, multinational cemetery holding company called Park Lawn Corporation, which owns over 200 cemeteries.

3. Plaintiff has entered into a series of bulk grave purchases with Woodmere Cemetery (at times under different ownership) spanning almost 30 years. In these transactions, the Plaintiff purchases hundreds of grave spaces in advance and, with the cemetery's explicit knowledge and approval, passes them on to its members at cost as needed for the burial of family members.

4. The arrangement is mutually beneficial. The Mosque obtains a bulk discount for the grave spaces and also negotiates favorable prices for burial related products and services for its members (such as opening and closing grave services, burial vault, headstone). The cemetery acquires a significant cash flow from the Mosque and a large pool of families consuming the grave spaces and burial related products and services. Over the decades, this arrangement has generated over 2000 burials at the cemetery and an estimated \$5,000,000.00 in revenue for the cemetery

5. Attached hereto as Exhibit 1 is a copy of the original 1991 contract between the Mosque and Woodmere Cemetery for the purchase of 50 graves in a special section (AMS I) to be established at the cemetery. Plaintiff purchased over 500 additional graves in this section over the course of ten years. Exhibit 2. In 2002, the parties entered into an option contract for the purchase of an additional 1522 graves in a new section of the cemetery to be designated as AMS II.

6. By 2017, Woodmere Cemetery was under the new ownership of the Defendant herein, and Plaintiff and its members had consumed all 590 graves in AMS I and the great majority of the 1522 graves reserved in AMS II.

7. Plaintiff and Defendant began contract negotiations on June 29, 2017 for a purchase of 1000 graves in a new section of the cemetery designated as AMS III. The negotiations were conducted almost exclusively by email communication between Plaintiff's counsel (who was out of the country at the time) and representatives of the cemetery. Negotiations were completed the next day, June 30, 2017. All of the written communications leading to the execution of the purchase contract are contained in Exhibits 3 through 6 hereto. Here are the key exchanges:

a. The negotiations were begun on the morning of June 29, 2017 when Terrence Sims from the cemetery faxed a set of documents to Plaintiff's counsel's office. The last 2 pages of the fax contain the Defendant's proposed one-page Cemetery Protection Agreement (for the purchase of 1000 graves at a total price of \$625,000.00) and proposed one-page Retail Installment Agreement (calling for

a downpayment of \$100,000.00 and 60 monthly installment payments in the amount of \$8,750.00). Exhibit 3.

b. Later that day, Plaintiff's counsel and Kent Elkins from the cemetery exchanged emails discussing the price of the graves in AMS III and the number of remaining graves in AMS II. Exhibit 4.

c. On June 30, 2017, counsel and Elkins exchanged emails primarily discussing the price of burial related products and services. In the final email, counsel stated, "Thanks, Kent. We have a deal. My client plans to be at the cemetery before 5pm with a check for \$100,000.00 as a down payment on the purchase of 1000 grave spaces at the rate of \$625.00 per grave." Counsel advised that the parties would formalize their arrangements for burial related products and services at a later time and requested a return email containing the executed Cemetery Protection Agreement and Retail Installment Agreement. Exhibit 5.

d. Elkins forwarded an email later that day containing the executed Cemetery Protection Agreement and the Retail Installment Agreement. Exhibit 6.

8. Months later (on or about October 2, 2017), the parties finalized an addendum confirming the earlier agreed-upon rates for discounted burial related products and services (the "Addendum"). Exhibit 7. For clarity, paragraph one of the Addendum ties the separately executed contract documents together, expressly stating that the sole governing documents of the transaction are the two-page Addendum itself and the two form documents executed on June 30, 2017. These four pages comprise the 2017 Contract. Exhibit 8.



9. Even though it was obvious from the 30-year history of the transactions between the parties and the context of the 2017 contract negotiation itself, Plaintiff was careful to explicitly and repeatedly document the fact that the grave purchases were being made for the benefit of the members of the Mosque, who were to be the ultimate consumers of the graves. The Cemetery Protection Agreement (Exhibit 8) explicitly states that the intended **beneficiaries** of the agreement are the "American Moslem Society Members". Page one of the Addendum (Exhibit 8) states that, "Woodmere acknowledges and understands that AMS is purchasing burial rights for the **benefit** of its members."

10. On or about April 12, 2020, Plaintiff gave notice that it intended to begin consuming graves in AMS III, as the 1522 spaces in AMS II were almost exhausted. As of that date, Plaintiff had paid Defendant the amount of \$380,000.00 in advance of consuming a single grave in AMS III. This figure equates to 608 spaces of the total 1000 reserved under the 2017 Contract.

11. Defendant announced in a letter dated April 14, 2020 (Exhibit 9) that it would not permit Plaintiff to consume any of the graves in AMS III until payment in full was received for all 1000 graves under the 2017 Contract. This announcement comprised a shocking and unjustified breach of the 2017 Contract.

12. Defendant's letter asserts that the 2017 Contract includes an additional pre-printed form titled "Retail Installment and Cemetery Protection Agreement – Additional Benefits, Terms and Conditions" (referred to herein as the "Alleged Boilerplate") and that paragraph two thereof bars the use of a single grave in AMS III until all 1000 have been paid for. As the communications listed in

Exhibits 3 through 6 confirm, this Alleged Boilerplate was never exchanged, discussed or executed during the negotiations and transactions of June 29<sup>th</sup> and 30<sup>th</sup> of 2017. Thus, it was not and is not a part of the actual 2017 Contract. As discussed below in Plaintiff's brief, the parties' minds did not meet and could not have met concerning such a document, revealed for the first time three years after execution of the actual contract documents. Moreover, the language of paragraph two does not have the meaning which Defendant imagines it to have, as explained below in Plaintiff's brief.

13. Defendant's unjustified refusal to allow burials in AMS III at a time of great suffering and need in the wake of the Covid-19 pandemic is clearly part of a grossly improper attempt to shake down Plaintiff and its members. Defendant's April 14<sup>th</sup> letter cynically proposes a simple cure for the "problem" it invents for Plaintiff: Plaintiff either 1) pays the amount of \$353,750.00 remaining under the 2017 Contract (Defendant substantially under-credits Plaintiff's payments -- the actual amount remaining at that time was \$245,000.00) or 2) waives its rights under the 2017 Contract and enters into a new contract in which the cost of graves and related products and services is roughly doubled.

14. Defendant's demands are particularly coercive in light of its knowledge that the AMS community is extraordinarily tight knit and places a high premium on having its loved ones buried in close proximity to each other and to their mosque, which is located adjacent to the cemetery. With spaces in AMS II virtually exhausted at that time, Defendant apparently calculated that Plaintiff had little choice but to accede to Defendant's demands. Plaintiff has instead filed a

multi-count complaint against Defendant, and seeks in this motion a ruling that Defendant is in breach of the 2017 Contract.

## **BRIEF IN SUPPORT**

### **I. INTRODUCTION/FACTUAL BACKGROUND**

The present motion is for summary disposition of Count I of the Complaint, (breach of the 2017 Contract). The necessary factual background is contained in paragraphs 1-14 of the motion, above.

### **II. SUMMARY DISPOSITION STANDARDS**

Under MCR 2.116(C)(10) summary disposition may be granted where "there is no genuine issue as to any material fact, and the moving party is entitled to judgment or partial judgment as a matter of law." Further standards for evaluating such a motion are provided by *Maiden v Rozwood*, 461 Mich 109, 597 NW2d 817 (1999), as follows:

A motion under MCR 2.116(C)(10) tests the factual sufficiency of the complaint. In evaluating a motion for summary disposition brought under this subsection, a trial court considers affidavits, pleadings, depositions, admissions, and other evidence submitted by the parties in the light most favorable to the party opposing the motion. Where the proffered evidence fails to establish a genuine issue regarding any material fact, the moving party is entitled to judgment as a matter of law.

\* \* \*

A motion under subrule (C)(10) must specifically identify the issues as to which the moving party believes there is no genuine issue as to any material fact. When a motion under subrule (C)(10) is made and supported as provided in this rule, the adverse party may not rest upon the mere allegations or denials of his or her pleading, but must, by affidavits or as otherwise provided in this rule, set forth specific facts showing that there is a genuine issue for trial. If the adverse party does not so respond, judgment, if appropriate, shall be entered against him or her.

### III. ARGUMENT

#### 1. The Alleged Boilerplate is not Part of the 2017 Contract

A valid contract requires a "meeting of the minds," which means that the parties mutually assent to all material facts. *Quality Prods & Concepts Co v Nagel Precision, Inc*, 469 Mich 362, 364, 666 NW2d 251 (2003). "[A] meeting of the minds upon all essential points is necessary to constitute a valid contract." *Fisk v Fisk*, 328 Mich 570, 574, 44 NW2d 184 (1950). [A] contract requires mutual assent or a meeting of the minds on all the essential terms. *Kloian v Domino's Pizza, LLC*, 273 Mich 449, 733 NW2d 766 (2006). An objective standard determines whether a meeting of the minds has occurred. *Rowe v Montgomery Ward & Co*, 437 Mich 627, 473 NW2d 268 (1991).

Logic and simple physics dictate that the parties here could not have reached mutual agreement – their minds cannot have met – regarding the Alleged Boilerplate, a document that was never discussed or exchanged during negotiation of the 2017 Contract. As Exhibits 3 through 6 confirm, the only two documents negotiated by the parties and then executed on June 30, 2017 are the one-page Cemetery Protection Agreement and the one-page Retail Installment Agreement. Exhibit. This was confirmed yet again in the Addendum, which explicitly negates the existence of any contract documents beyond the two pages executed on June 30, 2017 and the Addendum itself. Therefore, it is beyond dispute that the Alleged Boilerplate is not part of the 2017 Contract.

**2. The Alleged Boilerplate Does Not State or Imply that the Plaintiff Must Pay for All 1000 Graves in Advance of Consuming a Single Grave**

Contract language is interpreted according to the commonly understood and plain meaning of its terms. *Dillon v DeNooyer Chevrolet Geo*, 217 Mich App 163, 550 NW2d 846 (1996). Here is the full text of paragraph two of the Alleged Boilerplate:

Purchaser shall have the right at any time to designate a new contract Beneficiary or sell or transfer Beneficiaries' (sic) interest in Burial Rights or prepaid undelivered merchandise under this Agreement if such items have been paid in full. The transferee shall be subject to all of the terms and conditions of this Agreement. Cemetery reserves the right to charge a fee for reissuing Certificate of Ownership/Deed and any deed requested by state law. No transfer or assignment of Burial Rights or interest therein shall be valid until accepted in writing by Cemetery on Cemetery's forms and recorded in the books of Cemetery. The right of interest must be reconveyed to Cemetery and Cemetery shall convey the property to the transferee. Cemetery may refuse consent to a transfer or an assignment if any balance of the purchase price is outstanding. Emphasis supplied.

As plainly expressed in its April 14<sup>th</sup> letter, Defendant's position, citing paragraph two above, is that, "To date, Woodmere has not received the full balance of the purchase price of the Cemetery Agreement. . . . Accordingly, at this point in time, the burial rights purchased under the Cemetery Agreement are not transferable and thus, not available for use by AMS members." ***The entirety of this statement is contradicted by the very Boilerplate language cited by Defendant.***

To begin, paragraph two refers to a designation of a ***new contract beneficiary*** and to a ***transfer of the original beneficiary's interest in burial rights***. None of these things is being proposed here by Plaintiff. The members of

the Mosque **are** the original designated contract beneficiaries, as explicitly set forth in the Cemetery Protection Agreement and the Addendum. Exhibit 8. These beneficiaries are not designating any new beneficiaries or transferring their interests to anyone. They are fully entitled to consume the graves right now, without any further assignment or transfer. Thus, the entirety of paragraph two is completely irrelevant here (even if the Alleged Boilerplate were part of the 2017 Contract, which it is not).

Second, even if the consumption of the graves by members comprised a "transfer to a new beneficiary" (which they cannot be) paragraph two states clearly that Purchaser may "transfer Beneficiaries' (sic) interest in Burial Rights . . . if **such items** have been paid in full". This is literally the opposite of Defendant's position that there can be no partial transfer of burial rights until **all items** have been paid in full. Plaintiff has now paid, in advance, the amount of \$406,250.00 for 650 graves -- **such items** have been paid in full.

#### IV. CONCLUSION

The Alleged Boilerplate is simply not a part of the 2017 Contract and, in any event, does not state or imply that Defendant may bar Plaintiff's members from consuming the graves that Plaintiff has already paid for. The Defendant's power play to double its burial prices at a time of global pandemic is ham-handed, shocking and, as a matter of law, utterly unjustified. Plaintiff respectfully requests that this Court grant summary disposition in Plaintiff's favor on Count I of the Complaint, finding Defendant in breach of the 2017 Contract, with a determination of damages/injunctive relief to be made at a later date.

Dated: July 2, 2020

Respectfully submitted,

/s/ Steven G. Cohen  
Steven G. Cohen (P48895)  
Cohen & Associates PC  
30833 Northwestern Highway  
Suite 205A  
Farmington Hills, MI 48334  
(248) 626-3615  
Attorney for Plaintiff

# EXHIBIT 1



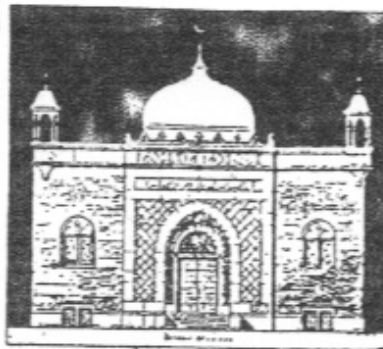
بسم الله الرحمن الرحيم

The American Moslem Society

لجمعية الإسلامية الأمريكية

أي ورقة لا تحمل ختم هذه الجمعية  
وتوقيع المسئول تعتبر لافية .

Any letterhead that does not  
have the seal for this society  
and the signature of the  
president is considered void.



P.O. Box 940

9945 WEST VERNOR HIGHWAY  
DEARBORN, MICHIGAN 48120

Telephone: 842-9000

(313)849-2147

AN OFFER FROM THE AMERICAN MOSLEM SOCIETY  
A PROJECT CONTRACT WITH THE MANAGEMENT  
OF WOODMERE CEMENTERY

THE FIRST PARTY : THE AMERICAN MOSLEM SOCIETY

THE SECOND PARTY : THE MANAGEMENT OF WOODMERE CEMENTERY

A) THE FIRST PARTY NOW OWN HUNDREDS OF GRAVES AT UNITED MEMORIAL GARDEN; AND BECAUSE THE INCREASE OF IN THE SOCIETY PUBOLATIONS AROUND THE MOSQUE, THE SOCIETY GIVES AN OFFER TO THE SECOND PARTY . THE FIRST PARTY WILLING TO BUY AS MUCH AS IT CAN GRAVES FROM THE SECOND PARTY NO LESS THAN FIFTY (50) GRAVES TO BURY THOSE WHO DIE WITH OUT INSURANCE, THE SOCIETY PAYS CASH FOR IT (50) GRAVES.

B) REQUISITE, FROM THE SECOND PARTY TO MAKE A SPECIAL SECTION IN WOODMERE CEMENTERY NO LESS THAN FIVE HUNDRED GRAVES SEPARATED FROM THE REST OF THE GRAVE YARD WITH A SPECIAL GATE TO BURY THE DIED MUSLEMS WHO HAS INSURANCE TO COVER THE BURIAL WHICH WHOM THEY BELONG TO THE AMERICAN MOSLEM SOCIETY, ON CONDITION: THE PRICE OF THE GRAVE' \$\$\$ 400 (FOUR) HUNDRED, THE OPENING AND CLOSING \$\$\$ 500 (FIVE) HUNDRED AND THE CEMENT BOX AT \$\$\$ 300 (THREE) HUNDRED. AND THE SECOND PARTY TO KEEP PROMISE THAT THE LENGTH OF THE GRAVE. MUST BE FROM NORTH TO SOUTH IN ORDER TO FACE THE MUSLEM QUEBLAH.

C) THE SECOND PARTY HAS NO RIGHT TO BURY ANY ONE IN THE SAID SECTION UNLESS HAS A WRITTING PERMISSION FROM THE FIRST PARTY.

PRESIDENT OF THE AMER. MOS. SOCIETY

YAHIA AL LAHABI  
*Yahia Allahabi*



MAY 17, 1991

# Woodmere Cemetery Inc.

9400 WEST FORT STREET  
DETROIT, MICHIGAN 48209

OFFICE: 841-0188

July 3, 1991

The American Moslem Society  
P.O. Box 940  
9945 W. Vernor Highway  
Dearborn, Michigan 48120

Dear Sirs;

Woodmere Cemetery Inc. will lay out a section of five-hundred fifty (550) graves across from the American Mosque.

Fifty (50) graves in this section will be purchased by the Mosque at \$400.00 per grave and when a burial is needed the Mosque will pay Woodmere Cemetery \$300.00 for a cement box, and \$500.00 for opening and closing the grave.

All other graves purchased in this area will be at the rate set by The Board of Director's of Woodmere Cemetery Inc. at that time.

All graves used in this section will be numbered 1,2,3 etc.

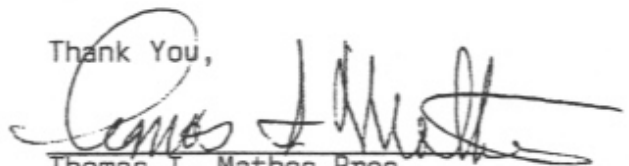
All grave markers will be at lawn level and measure 2-0 x 1-0 x 0-4.

Woodmere Cemetery will install a gate across from the Mosque.

All graves will be laid north and south in accord with the American Moslem Society.

All burials in this section will require a permit from the Mosque for the records at Woodmere Cemetery.

Thank You,



Thomas I. Mathes, Pres.

# EXHIBIT 2

OFFER TO PURCHASE CERTIFICATE OF OWNERSHIP  
OF BURIAL RIGHTS IN WOODMERE CEMETERY

THE UNDERSIGNED hereby offers to purchase fifty (50) grave sites situated in Woodmere Cemetery in the City of Detroit, Michigan, and to pay therefor the sum of Four Hundred Dollars (\$400.00) per grave for a total of Twenty Thousand Dollars. (\$20,000.00).

This purchase will be a cash transaction and upon delivery of the usual Certificate of Ownership of Burial Rights in Woodmere Cemetery, payment of purchase money will be made in cash or certified check.

The Purchaser hereby makes this offer and the deposit of Five Hundred Dollars (\$500.00) shall be held by the Seller and applied to the purchase price if the sale is consummated.

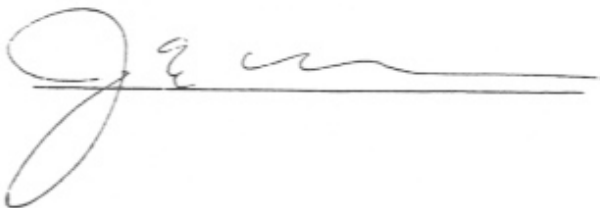
ADDITIONAL CONDITIONS of sale are based on warranties by Seller as described in Sellers' Letter dated July 3, 1991 (attached hereto and made a part thereof) and said conditions are to be brought up to date with modifications as agreed by both Buyer and Seller, including but not limited to, an 99 year option for Buyer to purchase an additional five hundred twenty seven (527) grave sites within said section of Woodmere Cemetery for the exclusive benefit of the American Moslem Society.

All documentation as indicated in above additional conditions are to be drafted by Seller and upon approval by Purchaser said closing of sale shall take place within ten (10) days or less.

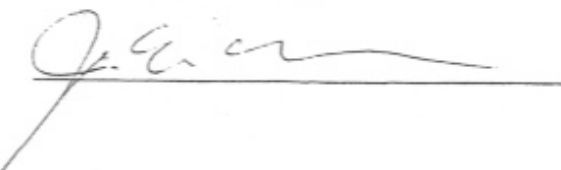
The covenants herein shall bind and inure to the benefits of the executors, administrators, successors and assigns of the respective parties herein.

Dated this        day of February, 1992

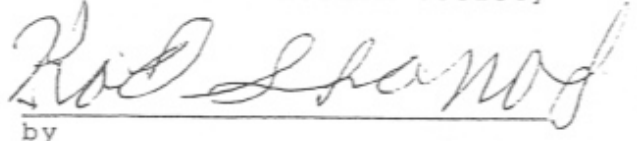
In Presence of:



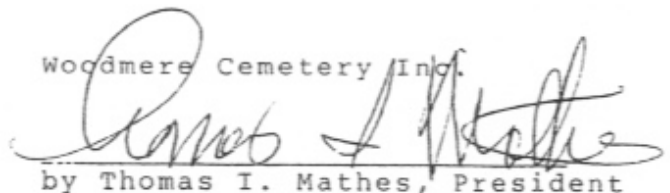
In Presence of:



The American Moslem Society

  
by

Woodmere Cemetery Inc.

  
by Thomas I. Mathes, President

# MICHIGAN CEMETERY SALES COMPANY, INC.

## PURCHASE AGREEMENT

Date oct. 24, 1994

Account No. \_\_\_\_\_

1. SELLER: Michigan Cemetery Sales Company, Inc., the authorized sales agent of

WOODMERE CEMETERY

(hereinafter ("Cemetery").

2. PURCHASER(S): AMERICAN MOSLEM SOCIETY SS# \_\_\_\_\_

PURCHASER(S): \_\_\_\_\_ SS# \_\_\_\_\_

Address: 9945 W. VERNOR HWY. (P.O. Box 940)

City: DEARBORN, MI. State: MI. Zip Code: 48120 Tel No. 313 842-9000 849-2147

3. The Purchaser agrees to purchase and pay for, and the Cemetery agrees to sell upon the express condition that the Purchaser makes all payments set forth in this Agreement and subject to the General Terms and Conditions set forth on the reverse side of this agreement, the following:

250 Rights of interment, entombment and/or inurnment in ☐ Crypts ☒ Ground Spaces ☐ Niches ☐ Other of the Cemetery. WOODMERE CEMETERY

Building or Section AMERICAN MOSLEM SECTION

Lot or Level \_\_\_\_\_ Monument Rights ☐ Yes ☒ No

For Niche Sizes Contact Cemetery Office

Location Numbers PREVIOUSLY DESIGNATED

Each individual crypt shall be not less than 24" high, 27" in width at the top, 29" in width at the bottom, and 88" in length.

### 4. PRICE AND TERMS OF PAYMENT:

a. Purchaser agrees to pay and the Cemetery agrees to accept the sum hereafter described as "TOTAL SALE PRICE" upon the stated terms and conditions in full payment of the property purchased.

*Refers to taxable item	Item	Cost	
Ground Space(s)	250	112,625.00	1. Cash price <b>\$132,500.00</b>
Niche(s)			2. Less
Mausoleum Crypt(s)			a) Cash Down Payment \$ <b>10,000.00</b>
Opening and Closing			b.) Trade-in Allowance \$ _____
Casket(s) - Memorial Guardian			(Credit from Account)
Company (See Detached Contract)			No. _____ Date _____
Cremation Services(s) - Care Memorial Society (See Detached Contract)			Total Down Payment <b>\$10,000.00</b>
Urn(s)*			3. Unpaid Balance of Cash Price (line 1 less total of line 2)
Vault(s)*			Amount Financed (the amount of credit provided to you on your behalf) <b>\$122,500.00</b>
Vault Installation			4. FINANCE CHARGE (the dollar amount the credit will cost you) <b>\$ 0</b>
Memorial Marker, Monument*			5. Total of Payments (the amount you will have paid when you have made all scheduled payments) (add line 3 + 4) <b>\$122,500.00</b>
Memorial, Monument Installation			6. Total Sale Price (add line 1 + line 4) <b>\$132,500.00</b>
Granite Base(s)*			ANNUAL PERCENTAGE RATE <b>0 %</b>
Other PERPETUAL CARE	250	19,875.00	
Other			
Other			
Other			
Other			
Sub-Total			
Tax			
Total		<b>132,500.00</b>	

Remarks 99 YEAR OPTION REMAINS ON AN ADDITIONAL 248 SPACES IN THE FUTURE

b. The Cemetery does hereby acknowledge receipt of and does credit Purchaser's account with the sum of **\$10,000.00** (Total Down Payment) and Purchaser hereby agrees to pay Cemetery the sum designated above as "Total of Payments" (line 5) in 122 equal monthly installments of **\$1,000.00** each, and one final installment of **\$500.00** commencing FEB 1, 1995 (date of that first payment) and all subsequent installments on the same date of each consecutive month thereafter. The finance charge applies from a date 45 days prior to the due date of the first payment.

c. Pursuant to the provisions of the Truth in Lending Act, you have the right to obtain, upon written request, a separate written itemization of the "Amount Financed". Please indicate whether or not you wish this itemization. Yes ☐ No ☒

d. Purchaser may, at any time, prepay all of the unpaid balance due under this Agreement whereupon Cemetery agrees to rebate to Purchaser that portion of the finance charge as computed by the "Rules of 78's", with the minimum refund being \$1.00.

RETAIL INSTALLMENT CONTRACT AND PROMISSORY NOTE

THIS AGREEMENT, made and entered into this 7th day of February, 2002, by and between WOODMERE CEMETERY, INC., hereinafter called "SELLER" and AMERICAN MORMON SOCIETY

Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_ Phone \_\_\_\_\_  
hereinafter called "PURCHASER".

WITNESSETH THAT: THE PURCHASER AGREES TO BUY FOR CEMETERY PURPOSES ONLY, AND SELLER AGREES TO SELL TO THE PURCHASER, HIS HEIRS AND ASSIGNS, IN ACCORDANCE WITH THE TERMS HEREOF, THE FOLLOWING ENUMERATED AND DESIGNATED MERCHANDISE, RIGHTS AND/OR SERVICES:

THE ITEMS COVERED HEREBY ARE FOR:

<input type="checkbox"/> INTERMENT RIGHTS: <u>237</u> Space(s) in the <u>AMS Section</u> ; Lot _____; Space(s) No. <u>353-590</u> <input type="checkbox"/> ENTOMBMENT OR INURNMENT RIGHTS: _____ Space(s) in Building _____; Tier _____; Crypt(s) No. _____	
<b>ITEMIZATION OF INTERMENT RIGHTS AND/OR MERCHANDISE</b> INTERMENT/MAUSSOLEUM RIGHTS..... \$ _____ CUSTOM BUILT CRYPTS/VAULTS..... \$ _____ MEMORIALIZATION..... \$ _____ <small>(as per attached memorialization agreement)</small> GRANITE BASE..... \$ _____ CARE AND INSTALLATION..... \$ _____ CASKETS..... \$ _____ <small>(as per attached casket agreement)</small> <input checked="" type="checkbox"/> OTHER <u>237 Grave Spaces</u> ..... \$ <u>530.00 each</u> OTHER..... \$ _____ OTHER..... \$ _____ SALES TAX..... \$ _____ TOTAL CASH PRICE..... \$ <u>125,610.00</u>	<b>STATEMENT OF TRANSACTION</b> A. CASH PRICE..... \$ <u>125,610</u> ADMINISTRATIVE FEE..... \$ _____ B. CREDITS OR TRADE-IN..... \$ <u>49,820</u> C. BALANCE OF CASH PRICE..... (A-B=C) \$ <u>75,790</u> D. LESS CASH DOWN PAYMENT..... \$ _____ E. UNPAID BALANCE OF CASH PRICE... (C-D=E) \$ <u>75,790</u> F. AMOUNT FINANCED..... \$ <u>75,790</u> G. FINANCE CHARGES..... \$ _____ H. TOTAL OF PAYMENTS..... (F+G=H) \$ <u>75,790</u> I. DEFERRED PAYMENT PRICE..... (D+H) \$ _____

GUARANTEED OWNERSHIP PLAN

<input type="checkbox"/> OPTION A: First Purchaser Coverage <u>N/A</u> Date _____ Certifies that Purchaser is in Good Health	<input type="checkbox"/> OPTION B: Co-Purchaser Coverage <u>N/A</u> Signature _____ Signature _____
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FAMILY PROTECTION SUPPLEMENT

(see reverse side for conditions, warranties, and covenants for this clause)  
IF FAMILY PROTECTION SUPPLEMENT IS INCLUDED (as indicated above) LIST NAME AND BIRTHDATES OF PROTECTED CHILDREN BELOW:

NAME <u>N/A</u>	BIRTHDATE _____	NAME <u>N/A</u>	BIRTHDATE _____
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FOR VALUE RECEIVED, THE UNDERSIGNED PURCHASER(S) AGREE(S) TO PAY TO THE ORDER OF SELLER, AT ITS OFFICES, THE TOTAL OF PAYMENTS SET FORTH IN THE PAYMENT SCHEDULE BELOW.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount credit will cost you.	The amount of credit provided to you on your behalf.	The amount you will have paid after you have made all payments scheduled	The total cost of your purchase on credit including your down payment of
<u>N/A</u> %	\$ <u>N/A</u>	\$ <u>75,790</u>	\$ <u>75,790</u>	\$ _____

YOUR PAYMENT SCHEDULE WILL BE

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	FIRST PAYMENT DUE
<u>N/A</u>	<u>N/A</u>	See Additional Terms

**SECURITY:** You are giving a security interest in the property being purchased. (subsequent payments due on same day of each succeeding month)  
**LATE CHARGE:** If a payment is late (10 days or more after due date), you will be charged 5% of the payment or five dollars (\$5.00), whichever is lesser.  
**PREPAYMENT:** If you pay off early, you will not have to pay a penalty and you may be entitled to a refund or part of the Finance Charge.  
**DEMAND FEATURE:** This obligation has a demand feature. (See 22-23 on reverse.)  
**NOTICE:** See the remainder of this agreement (including the reverse side hereof) for additional information about nonpayment, default, security interest, and prepayment refund and penalties.

**ADDITIONAL TERMS AND CONDITIONS:** The additional terms and conditions set forth on the reverse side hereof are a part of this contract and incorporated herein by reference.  
 THE INTERMENT OR ENTOMBMENT RIGHTS PURCHASED HEREIN DO NOT INCLUDE AN AMOUNT FOR THE INTERMENT SERVICES CHARGE WHICH AMOUNT SHALL BE PAID FOR SEPARATELY BY THE PURCHASER.  
 This Agreement shall become effective only when executed by a duly authorized official of SELLER and thereupon the covenants herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties.  
 THIS AGREEMENT SHALL BE BINDING UPON THE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS OF THE PARTIES HERETO.  
**YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE REVERSE SIDE OF THIS AGREEMENT FOR AN EXPLANATION OF THIS RIGHT.**  
**NOTICE TO PURCHASER:** (a) Do not sign this before you read it, or if it contains any blank spaces. (b) You are entitled to an exact copy of the paper you sign. (c) you have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential. (d) No officer, agent, or sales representative of Cemetery is authorized to make representations except those herein specifically stated.  
 IN WITNESS WHEREOF, the undersigned agree that they have read this agreement and acknowledge(s) receipt of a legible completely filled in copy of this agreement and the attached Notice of Cancellation, and that they have read and understand the terms and conditions and that there are no conditions or representations made other than those contained herein.

WITNESS: \_\_\_\_\_ PURCHASER: Alma D.O.B. \_\_\_\_\_  
 Make Deed as Follows: Representative CO-PURCHASER: SIENA GROUP, L.L.C., d/b/a D.O.B. \_\_\_\_\_  
 ACCEPTED: WOODMERE CEMETERY, INC. (Seller)  
 BY: Richard D. Dake Title \_\_\_\_\_

Please Print  
 \*\*\*\*\* NOTE \*\*\*\*\*  
 Date \_\_\_\_\_ 20\_\_\_\_ City, State \_\_\_\_\_  
 For value received, the undersigned jointly and severally promise to pay to the order of Woodmere Cemetery, Inc. or its assigns, at its place of business, the sum of \_\_\_\_\_ DOLLARS in \_\_\_\_\_ consecutive monthly installments of \$ \_\_\_\_\_ each, and one last installment of \$ \_\_\_\_\_ on the \_\_\_\_\_ day of each month, commencing on \_\_\_\_\_ 20\_\_\_\_ until this note is fully paid. THE FINANCE CHARGE applies from the date of this note.  
 If any installment of this note is not paid at the time and place specified herein, the entire amount unpaid shall be due and payable forthwith at the election of the holder of this note.

# EXHIBIT 3



## WOODMERE CEMETERY

**Fax**

To: Leiana From: Terence Sims  
Fax: 248-636-3616 Date: 6-29-17  
Phone: \_\_\_\_\_ Pages: 7 (Including cover sheet)  
Re: 313-971-5199 CC: \_\_\_\_\_  
☒ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

•Comments:

We are now on AMS  
Burial Number -(1043)  
Which means 1,043 Grave's  
Has been used From the prior  
Contract



Founded in 1852  
by Sidney Davy Miller

150  
YEARS  
1852-2002



ROBERT A. LEFEVRE  
TEL: (517) 483-4918  
FAX: (517) 374-6304  
E-MAIL: lefevre@millercanfield.com

One Michigan Avenue, Suite 900  
Lansing, Michigan 48933-1609  
TEL: (517) 487-2070  
FAX: (517) 374-6304  
[www.millercanfield.com](http://www.millercanfield.com)

MICHIGAN: Ann Arbor  
Detroit • Grand Rapids  
Howell • Kalamazoo  
Lansing • Monroe • Troy

New York, N.Y.  
Washington, D.C.  
CANADA: Windsor, ON  
POLAND: Gdynia  
Katowice • Warsaw

AFFILIATED OFFICE:  
Pensacola, FL

February 8, 2002

Ms. Leigh Barton  
Woodmere Cemetery, Inc.  
9400 W. Fort Street  
Detroit, MI 48209

Rc: *American Moslem Society v Woodmere Cemetery, et al*  
Case No. 01-104788 CK

Dear Ms. Barton:

Enclosed for your records are a copy of the Retail Installment Contract and the Additional Terms and Conditions executed February 7, 2002 by the American Moslem Society and Siena Group on behalf of Woodmere Cemetery. Please call me with any questions you may have.

Sincerely,

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By: 

Robert A. LeFevre

/cah.

Encls. (2)

cc: Craig R. Bush, Esq.

LALIB:112052.1\115851-00001

**ADDITIONAL TERMS AND CONDITIONS TO THE RETAIL INSTALLMENT  
CONTRACT BETWEEN WOODMERE CEMETERY, INC. AND THE  
AMERICAN MOSLEM SOCIETY DATED FEBRUARY 7, 2002**

1. The retail installment contract dated February 7, 2002, (the "Contract") executed by the parties replaces all previous burial contracts between the parties including, but not limited to, the contracts dated October 24, 1994 and August 20, 1996.
2. The charge of \$530.00 per grave space in the Contract includes perpetual care.
3. Burial orders must be placed with the Cemetery office during regular office hours not later than the day preceding the date set for burial.
4. The Contract incorporates by reference the rules and regulations set forth in the Cemetery's booklet dated July 1, 1998 (abridged edition, as amended). Subsequent editions of this rules and regulations booklet shall apply to the Contract as well, provided, however, that the Contract shall not incorporate any revisions to the rules and regulations which affect the substantive rights of the American Moslem Society.
5. The parties agree that as of the date of the Contract grave spaces 1 through 352 in the American Moslem Society section of the Cemetery have been consumed and fully paid for. The American Moslem Society has paid the amount of \$49,820.00, in advance, for 94 of the 237 graves which are the subject of the Contract. After consumption of these 94 graves, the American Moslem Society must pay for the remaining 143 graves before or at the time of consumption.
6. The American Moslem Society may pay in advance for the graves provided under the Contract. The Cemetery shall keep an accounting of same and provide this accounting to the American Moslem Society upon request.
7. The American Moslem Society shall have the option to purchase an additional 1,522 burial spaces upon the same terms and conditions as provided in the Contract, except at a rate of \$550.00 per space. This option shall expire in the year 2095. The American Moslem Society may exercise its option in one transaction or in multiple transactions as to all or a part of the 1,522 spaces at any time prior to the termination of this option.
8. The Cemetery acknowledges and understands that the American Moslem Society is purchasing these graves for the benefit of its members. The family of the deceased is responsible for payment of all services and products other than the \$530.00 fee for each grave space, which is the responsibility of the American Moslem Society. The Cemetery shall make independent arrangements for services and payment with the families of the deceased. The American Moslem Society shall not be responsible in any manner for a default in payment or other financial performance by the families of the deceased.

9. It is agreed and understood that all memorialization in the American Moslem Society section will be purchased exclusively through the Cemetery. All memorializations shall be made of 24 x 12 x 4 flush carnelian granite, and shall include a name in cryptic script and also in English, year of birth, year of death, and a Moslem emblem. The cost of the marker for the present calendar year is \$560.00. A three (3%) percent inflation factor will be added per year thereafter.

10. It is further agreed and understood that the fee for interment in a concrete rough box will be furnished exclusively through the Cemetery at the price of \$970.00 for this calendar year. Thereafter a three (3%) percent inflation factor per year will apply.

11. The Cemetery will open graves only at the written request of an officer of the American Moslem Society. Presently the officers of American Moslem Society are Abdullatif Alkusari and Jamal Saleh.

12. In the event that the additional provisions set forth on the reverse side of the Contract and the terms set forth in this document conflict, the terms set forth in this document shall control. In the event that the terms set forth in the Cemetery's rules and regulations booklet and the terms set forth in this document conflict, the terms set forth in this document shall control.

SIENA GROUP, L.L.C.,  
d/b/a WOODMERE CEMETERY



By: Rick Paskin  
Its: Chief Financial Officer

AMERICAN MOSLEM SOCIETY



By: Abdullatif Alkusari  
Its: President

LALIB:111983.1\115851-00001

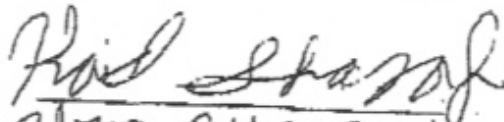


Woodmere Cemetery  
9400 West Fort Street  
Detroit, Michigan 48209

PHONE (313) 841-0188

6. THIS AGREEMENT APPLIES TO THE ADDITIONAL CONDITIONS SET FORTH IN THE PREVIOUS AGREEMENT DATED FEBRUARY 1992. THE CEMETERY ACKNOWLEDGES ITS COMMITMENT TO RESERVE AN ADDITIONAL 1522 GRAVES. SHOULD THE RATE USE EXCEED THE MONTHLY PAYMENTS THE PAYMENTS WILL BE ACCELERATED TO COVER GRAVE CONSUMPTION. FOR THE TEN YEAR PERIOD THE RATE OF \$ 530.00 WOULD NOT CHANGE. ANY ADDITIONAL GRAVE PURCHASES AFTER THE TEN YEAR PERIOD WOULD BE CHARGED THE RATE OF \$550.00.

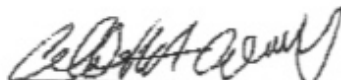
THE AMERICAN MOSLEM SOCIETY

  
RAED SHAGRAH

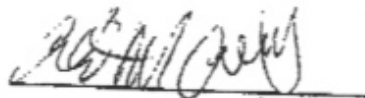
BY

WOODMERE CEMETERY

IN PRESENCE OF:

  
ABDO M. ALASRY

IN PRESENCE OF:



BY RICHARD L. BEASON  
GENERAL MANAGER

DATE SIGNED 8/20/96

Date: 6-29-17 Contract No. **MW 30- 209818**

Owner ID

☐ At Need ☒ Prepaid GUARANTEED Price☐ Ansel Park Cemetery  
51300 Southfield Rd.  
Beverly Hills, MI 48025☐ Forest Lawn Memorial Park  
11851 Van Dyke  
Detroit, MI 48234☐ Oakview Cemetery  
1032 N. Main St.  
Royal Oak, MI 48067☐ United Memorial Gardens  
4800 Carlin Road  
Plymouth, MI 48170☐ Woodlawn Cemetery  
9400 W. Fort St.  
Detroit, MI 48209☐ Cadillac Memorial Gardens East  
38425 Garfield Rd.  
Clinton Twp., MI 48038☐ Grand Lawn Cemetery & Mausoleum  
23301 Grand River Ave.  
Detroit, MI 48219☐ Oakland Hills Memorial Gardens  
43300 W. Twain Mile Rd.  
Novi, MI 48377☐ Waukegan Memorial Park & Mausoleum  
3771 Whitmore Lake Rd.  
Ann Arbor, MI 48105☐ Cadillac Memorial Gardens West  
34224 Ford Road  
Westland, MI 48185☐ Mt. Hope Memorial Gardens  
17840 Middlefield Rd.  
Livonia, MI 48152☐ Roseland Park Cemetery  
29001 N. Woodward Ave.  
Beverly Hills, MI 48072☐ Woodlawn Cemetery  
19975 Woodward Ave.  
Detroit, MI 48203

## CEMETERY PROTECTION AGREEMENT

American Muslim Society ("Purchaser")

("Co-Purchaser") referred to in this Agreement as "Purchaser" or "you" agree to purchase the Burial Rights, Merchandise and Services described herein and agree to be bound by all of the terms and provisions of this Agreement, including the Additional Terms, Conditions, and Benefits and the Rules and Regulations of Cemetery ("Contract Seller") checked above on this at-need or prepaid guaranteed price contract.

ITEMIZATION OF CHARGES:	QTY	TOTAL
A. Burial Rights (identified in the Right - Prepaid Contract Included)	1,000	\$ 625,000
B. Less: Discounts		(\$ )
C. Second Right of Interment		\$
D. Total of A through C		\$ 625,000

Contract Price of Merchandise and Services with 10% Commission:

E. Interment/Entombment Fee	\$
F. Outer Burial Container	\$
G. Outer Burial Container Installation Charge	\$
H. Inspection and Layout Fee	\$
I. Memorial or Monument	\$
J. Memorial or Monument Installation Fee	\$
K. Urn	\$
L. Other:	\$
M. Less: Discounts (refers to line above)	(\$ )
N. Sales Tax	\$
O. Total of E through N	\$
Total *Contract Price \$ + 10% Commission \$	\$ 625,000

Said Cash Price to be paid as follows (Select One):

## PAYMENT OPTIONS:

<input checked="" type="checkbox"/> \$ 625,000.00 Down Payment <u>RTB</u>	Amount to be paid by Third Party or by Insurance Assignment - Purchaser/Co-Purchaser remains liable for this amount if Third Party or Insurance Assignment does not remit within 60 days. Payment is due in full by Purchaser within 90 days.
<input type="checkbox"/> \$	Amount to be financed - Retail Installment Agreement attached and incorporated by reference.
<input checked="" type="checkbox"/> \$ 625,000.00	Total equals Line P above.

PAYMENT METHOD: ☐ Cash ☐ Check ☐ M. O. ☐ Credit Card

COUNSELOR NAME

By: \_\_\_\_\_ (Print Name)

Counselor Signature

COUNSELOR ID: \_\_\_\_\_

Agreement is subject to review by Office Manager of Cemetery (other than Counselor). See Terms and Conditions for details.

Licensing Administrator of Cemetery or Executive Officer of Cemetery

By signing below Purchaser(s) acknowledge receipt of a completed copy of this \_\_\_\_\_ page(s) Agreement and both Purchaser and Co-Purchaser agree to be jointly and severally responsible for payment and acknowledge information is correct. A prepaid contract may be cancelled within the first 10 business days after signing and all funds paid to the Contract Seller shall be refunded. Arbitration Agreement Addendum is attached hereto and incorporated by reference.

## 1. PURCHASER

(Signature)  
Mailing Address 9945 W Vernor Hwy  
City Dearborn State MI ZIP 48120  
Employer (if any) \_\_\_\_\_  
Home Phone ( ) 849-2447  
Work Phone ( ) \_\_\_\_\_ Cell Phone ( ) \_\_\_\_\_  
Date of Birth \_\_\_\_\_  
Email Address \_\_\_\_\_

## 2. CO-PURCHASER

(Signature)  
Mailing Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
Employer (if any) \_\_\_\_\_  
Home Phone ( ) \_\_\_\_\_  
Work Phone ( ) \_\_\_\_\_ Cell Phone ( ) \_\_\_\_\_  
Date of Birth \_\_\_\_\_  
Email Address \_\_\_\_\_

## ADDITIONAL BENEFITS

**GUARANTEED OWNERSHIP PLAN:** Under the Guaranteed Ownership Protection Plan, the Cemetery will forgive the entire unpaid balance of this Agreement up to a maximum of \$10,000.00 if all of the following conditions are met: (a) Purchaser dies during the payment period as set forth in this Agreement; and (b) 10% cumulative payment is made over the life of the Agreement. The benefits shall be extended to Co-Purchaser if a twenty percent (20%) cumulative payment is made over the life of the Agreement; and (c) none of the following exceptions exist. The Guaranteed Ownership Protection Plan is voidable under any of the following circumstances: (a) if Purchaser or Co-Purchaser is sixty-five (65) years of age or over at the time of purchase; or (b) if the death of Purchaser/Co-Purchaser was caused by a direct or indirect cause of death of which Purchaser/Co-Purchaser was aware or under medical treatment; or by suicide; or (c) if Purchaser/Co-Purchaser is delinquent in their payments (more than 30 days past the due date) at the time of death.

**PROTECTION FOR CHILDREN/GRANDCHILDREN:** In the event of the accidental death of any one or more of Purchaser's unmarried children/grandchildren, including children legally adopted by Purchaser, who are between the ages of one and twenty-one, if 10% of the Total Sales Price is paid, then Cemetery agrees to furnish additional space or spaces, a vault entrance/monument, and for the interment of said child or children/grandchildren, if Purchaser has provided the same for himself or herself, up to a maximum of \$5,000.00 in current retail value for each child/grandchild. To qualify for this benefit, no installment payment more than thirty (30) days in arrears on said Agreement. Receipt for double depth section, additional space or spaces shall apply or be as close as reasonably possible to the original location of interment rights of Purchaser, if such space or spaces are available. If such space or spaces are not available, the Purchaser shall have the right to select another lot of comparable location and price where the required number of adjoining spaces are available. The obligation of Cemetery to provide additional space or spaces shall apply to any future children/grandchildren or legally adopted children born your current marriage, who meet the requirements set forth herein. The Children/Grandchildren's Protection Plan is non-transferable if space and/or merchandise are resold. The benefit only applies to those children whose names and birth dates are listed on page 1 of the Cemetery Protection Agreement and children born subsequent to the date of this Agreement.

\*Contract Price is defined as prepaid undelivered merchandise or services listed in E through P above - this Contract may be cancelled either before death or after death by the buyer or, if the buyer is deceased, by the person or persons authorized to make funeral or cemetery arrangements. If the contract is cancelled, the buyer's estate is entitled to a refund of 100% of the contract price and any income as required by law. After the death of the contract beneficiary, the contract buyer or the contract buyer's estate may cancel the prepaid contract only where there are no remains of the deceased where the remains of the deceased cannot be recovered; or where a prepaid contract was not utilized due to lack of knowledge by the person or persons entitled to make funeral arrangements of the existence of the prepaid contract.

**SALES TERMS:** ☐ 3m/25% down ☐ PN-PIF ☐ PN/50% PAD w/inst ☐ PN/50% w/inst ☐ PN install PAD  
**OFFICE USE:** ☐ PN install 08+ ☐ PN-50% down-balance on delivery ☐ PN5% PAD ☐ PN-12m ☐ AN PIF  
☐ AN install 08+ ☐ AN same as cash ☐ AN 50% down - balance on delivery ☐ 5% AN

LEAD SOURCE:

Sales Manager's verification of price, terms, and lead source classification: PRINT NAME:

Manager's Signature: \_\_\_\_\_

Date: 6-29-17

(Must be same as date on Cemetery Life Plan Protection Agreement)

Owner ID: \_\_\_\_\_

mw 30-209818

☐ America Park Cemetery  
31300 Southfield Rd.  
Beverly Hills, MI 48225

☐ Reson Lawn Memorial Park  
11851 Van Dyke  
Detroit, MI 48234

☐ Oakview Cemetery  
1032 N. Main St.  
Royal Oak, MI 48067

☐ United Memorial Gardens  
4800 Curtis Road  
Plymouth, MI 48170

☒ Woodlawn Cemetery  
9400 W. Fort St.  
Detroit, MI 48209

☐ Cadillac Memorial Gardens East  
39425 Carlisle Rd.  
Clinton Twp., MI 48038

☐ Grand Lawn Cemetery & Mausoleum  
23521 Grand River Ave.  
Detroit, MI 48219

☐ Oakland Hills Memorial Gardens  
43300 W. Twelve Mile Rd.  
North, MI 48377

☐ Waukegan Memorial Park & Mausoleum  
3771 Whitman Lane Rd.  
Ann Arbor, MI 48105

☐ Cadillac Memorial Gardens West  
34324 Ford Road  
Warland, MI 48185

☐ Mt. Hope Memorial Gardens  
17648 Middlebelt Rd.  
Livonia, MI 48152

☐ Roseland Park Cemetery  
29001 N. Woodward Ave.  
Berkely, MI 48072

☐ Woodlawn Cemetery  
19973 Woodward Ave.  
Detroit, MI 48203

## RETAIL INSTALLMENT AGREEMENT

American Motion Society

("Purchaser")

("Co-Purchaser")

Referred to in this Agreement as "Purchaser" or "you" agree to purchase the Burial Rights, Merchandise and Services described herein and agree to be bound by all of the terms and provisions of this Retail Installment Agreement, including the Additional Terms, Conditions, and Benefits and the Rules and Regulations of the Cemetery listed above.

## ITEMIZATION OF AMOUNT FINANCED

A. Cash Price (from Page 1) \$625,000  
 B. Less Credits or Trade-In (Contract#) \$0  
 C. Balance of Cash Price (A-B=C) \$625,000  
 D. Less Cash Down Payment \$100,000  
 E. Unpaid Balance of Cash Price (C-D=E) \$525,000  
 F. Amount Financed \$525,000  
 G. Finance Charges \$0  
 H. Total of Payments (F+G=H) \$525,000  
 I. Deferred Payment Price (D+H) \$625,000

PAYMENT: The PURCHASER shall pay CEMETERY in accordance with the following disclosure statement.

## FEDERAL TRUTH IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost you (Line G above)	AMOUNT FINANCED The amount of credit provided to you on your behalf (Line F above)	TOTAL OF PAYMENTS The amount you will have paid when you have made all scheduled payments (Line H above)	TOTAL SALES PRICE The total cost of goods and services provided on credit. Including a down payment of <u>\$100,000</u> (Total payment (H) plus down payment (D)) <u>\$625,000</u>
<u>0</u> %	<u>\$0</u>	<u>\$525,000</u>	<u>\$525,000</u>	
Number of Payments <u>60</u>	Amount of Payments <u>\$8,750</u>	First Payment Due Date <u>Aug 3, 2017</u>	Thereafter, Payments are Due <u>Monthly on the 30th</u>	

SECURITY: You are giving a security interest in the goods or property being purchased and in any funds paid by you and held in trust by Cemetery.

LATE CHARGE: If any payment is not paid in full within 10 days of its due date, you may be charged a late fee not to exceed the lesser of \$5.00 or 5% of the installment, whichever is greater.

PREPAYMENT: If you pay off early, you will not have to pay a penalty and may be entitled to a rebate of part of the finance charge.

FINANCE CHARGE: To the extent the full amount or any portion of the Amount financed is not paid the Finance Charge will be determined from the date of this Contract. If any portion of the total of Payments herein is prepaid, the Finance Charge will be made on the unpaid balance of the Amount Financed after such pre-payment. (See terms and conditions of the Contract entered into concurrently for any additional information about nonpayment, default and required repayment in full before the scheduled date, and prepayment refund and penalties.)

NOTICE TO PURCHASER: DO NOT SIGN THIS AGREEMENT BEFORE YOU HAVE READ IT OR IF IT CONTAINS BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE AGREEMENT YOU SIGN. UNDER THE LAW YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CONDITIONS MAY OBTAIN A PARTIAL REFUND OF THE UNEARNED FINANCE CHARGES. KEEP THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS.

BUYER'S RIGHT TO CANCEL: YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

By signing below, Purchaser acknowledges:

- A. Receipt of a completed copy of this Agreement and Notice of Cancellation at the time of signing.  
 B. The right to request a consumer report, and that your account will be used only for personal, family, or household purposes. You authorize Cemetery ("we," "us," or "our") to make whatever inquiries we consider necessary and appropriate concerning this information. You give us permission to request a consumer report from consumer reporting agencies in considering this application and subsequently for the purpose of an update, renewal or extension of credit, or reviewing or collecting the account. Upon request, we will inform you of the name and address of each consumer reporting agency from which we obtain a consumer report relating to you.  
 C. Both Purchaser and Co-Purchaser agree to be jointly and severally responsible for payment of this account.  
 D. Purchaser's preferences on language when speaking with Cemetery representatives: ☐ ENGLISH ☐ SPANISH ☐ KOREAN ☐ CHINESE ☐ ARABIC

## 1. PURCHASER

Purchaser Printed Name \_\_\_\_\_  
 Social Security Number \_\_\_\_\_

## 2. CO-PURCHASER

Co-Purchaser Printed Name \_\_\_\_\_  
 Social Security Number \_\_\_\_\_

# EXHIBIT 4



Re: AMS

---

From: Steven G. Cohen (scohen@cohenandassociatespc.com)

To: kelkins@midwestmemorialgroup.com

Date: Friday, June 30, 2017, 04:23 AM EDT

---

Thank you.

Steven G. Cohen  
Cohen & Associates PC  
30833 Northwestern Hwy  
Suite 205A  
Farmington Hills, MI 48334  
248.626.3615  
cohenandassociatespc.com

---

**From:** Kent Elkins <kelkins@midwestmemorialgroup.com>  
**To:** Steven G. Cohen <scohen@cohenandassociatespc.com>  
**Sent:** Thursday, June 29, 2017 2:46 PM  
**Subject:** RE: AMS

Good to talk to also. The AMS purchased 1-352 and the additional 237 are in AMS Section 1. The additional 1522 spaces are in AMS Section 2 which they on 1043, which the option of an additional 479 spaces to purchase.

When I meet with Dr. Ali and Mansour the price was \$600,000 for 1000 spaces at 30% down and 3 years no interest or \$625,000 for \$100,000 down and 5 years with no interest. After speaking with Dr. Ali on Monday, they could pay \$100,000 down and 5 years. The contract you have is for \$625,000 with \$100,000 down and 5 years to pay.

I'm working with our Executive Team on other things we dicussed.

---

**From:** Steven G. Cohen [mailto:[scohen@cohenandassociatespc.com](mailto:scohen@cohenandassociatespc.com)]  
**Sent:** Thursday, June 29, 2017 1:56 PM  
**To:** Kent Elkins <[kelkins@midwestmemorialgroup.com](mailto:kelkins@midwestmemorialgroup.com)>  
**Subject:** Re: AMS

Good to talk with you Kent. I'm going to forward you under separate cover the information I received from Terrence Sims at Woodmere so we are talking about the same documents. I think the form of the installment contract looks fine, so long as we can agree on a proper addendum of the type we completed in 2002. Would you send some proposed figures for a new addendum? The information I have from my client is that the price per grave would be \$600.00, so I would appreciate a clarification of that figure. I would also like clarification of the number of spaces used/available. According to the information from Terrence, AMS had consumed and paid for, as of 2002, grave spaces 1-352 of the AMS section. AMS had also purchased an additional 237 graves, and optioned an additional 1522 graves. This gives us a total of 2111 graves. Terrence's memo states that we are on number 1043, so by my count we should have over a thousand graves left. Thanks very much.

Steven G. Cohen



30833 Northwestern Hwy  
Suite 205A  
Farmington Hills, MI 48334  
248.626.3615  
[cohenandassociatespc.com](http://cohenandassociatespc.com)

---

**From:** Kent Elkins <[kelkins@midwestmemorialgroup.com](mailto:kelkins@midwestmemorialgroup.com)>  
**To:** [scohen@cohenandassociatespc.com](mailto:scohen@cohenandassociatespc.com)  
**Sent:** Thursday, June 29, 2017 12:59 PM  
**Subject:** AMS

Hello Steve, please give me a call so we can discuss the AMS agreement. The deadline isn't today, it is the end of this week.

Kent L. Elkins  
Vice President of Sales  
31300 Southfield Road  
Beverly Hills, Mi. 48025  
Cell 734-536-1967  
Fax 248-290-0334

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# EXHIBIT 5

Re: AMS graves/Woodmere Cemetery

---

From: Steven G. Cohen (scohen@cohenandassociatespc.com)

To: kelkins@midwestmemorialgroup.com

Bcc: mahdigm72@gmail.com; mghaleb4@gmail.com

Date: Friday, June 30, 2017, 03:27 PM EDT

---

Thanks, Kent. We have a deal. My client plans to be at the cemetery before 5pm with a check for \$100,000.00 as a down payment on the purchase of 1000 grave spaces at the rate of \$625.00 per grave. The remaining price is to be paid in monthly payments for 60 months, without interest. You have represented to me that the 1000 new grave spaces are in the same area as the other graves purchased/consumed by AMS. I will look for an email from you containing a scan of the signed purchase agreement and a map of the grave locations. In addition, we have agreed on the price for additional services/products as set forth below. These figures shall constitute an amendment of the 2002 addendum. We can formalize this part of the agreement when I return to the states. Thank you very much.

Steven G. Cohen  
Cohen & Associates PC  
30833 Northwestern Hwy  
Suite 205A  
Farmington Hills, MI 48334  
248.626.3615  
cohenandassociatespc.com

---

**From:** Kent Elkins <kelkins@midwestmemorialgroup.com>  
**To:** Steven G. Cohen <scohen@cohenandassociatespc.com>  
**Sent:** Friday, June 30, 2017 2:40 PM  
**Subject:** FW: AMS graves/Woodmere Cemetery

Steve, I have the final approval. It has to be finished today. Please see below.

---

**From:** Doug Miller [mailto:[dmiller@midwestmemorialgroup.com](mailto:dmiller@midwestmemorialgroup.com)]  
**Sent:** Friday, June 30, 2017 2:38 PM  
**To:** Kent Elkins <[kelkins@midwestmemorialgroup.com](mailto:kelkins@midwestmemorialgroup.com)>  
**Subject:** RE: AMS graves/Woodmere Cemetery

Kent,

In addition to the 1000 grave spaces @ \$625 each with \$100,000 down today for a 5 year agreement with no interest, I agree to the terms in the e-mail below. (11.8% increase on retail now and 3.25% increase on retail prices at the first of every year) The contract and down payment is to take place today, June 30, 2017. This is our final offer.

Doug

Douglas B. Miller | Chief Operating Officer  
Midwest Memorial Group, LLC  
31300 Southfield Rd. Suite 1  
Beverly Hills, MI 48025  
[dmiller@midwestmemorialgroup.com](mailto:dmiller@midwestmemorialgroup.com)  
Office: 248-290-0338; Ext 0107  
Mobile: 419-343-9111

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---

**From:** Kent Elkins [mailto:[kelkins@midwestmemorialgroup.com](mailto:kelkins@midwestmemorialgroup.com)]  
**Sent:** Friday, June 30, 2017 2:24 PM  
**To:** Douglas Banfield Miller <[dmiller@midwestmemorialgroup.com](mailto:dmiller@midwestmemorialgroup.com)>  
**Subject:** FW: AMS graves/Woodmere Cemetary

---

**From:** Steven G. Cohen [mailto:[scohen@cohenandassociatespc.com](mailto:scohen@cohenandassociatespc.com)]  
**Sent:** Friday, June 30, 2017 2:05 PM  
**To:** Kent Elkins <[kelkins@midwestmemorialgroup.com](mailto:kelkins@midwestmemorialgroup.com)>  
**Subject:** AMS graves/Woodmere Cemetary

Hi Kent: I'm writing in follow up to our conversation earlier today. Your demand was for \$2287.35 for memorialization and open/closing. I have been authorized by my client to offer the figure of \$2225.00. As an accommodation, this figure is slightly more than the figure the cemetery would be entitled to charge under the 2002 addendum if it had taken the 3% increases every year. To clarify, neither your figure nor mine includes sales tax. My client cannot agree to a 5% increase per year. We would be willing to pay, at most, 3.25%, an accommodation that is slightly more than the figure under the addendum. I look forward to receiving your feedback.

Steven G. Cohen  
Cohen & Associates PC  
30833 Northwestern Hwy  
Suite 205A  
Farmington Hills, MI 48334  
248.626.3615  
[cohenandassociatespc.com](http://cohenandassociatespc.com)

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# EXHIBIT 6

From: Kent Elkins (kelkins@midwestmemorialgroup.com)

To: scohen@cohenandassociatespc.com

Date: Friday, June 30, 2017, 06:46 PM EDT

As promised. Have a great weekend

Kent L. Elkins  
Vice President of Sales  
31300 Southfield Road  
Beverly Hills, Mi 48025  
Cell 734-536-1967  
Fax 248-290-0334

Begin forwarded message:

From: Terrance Sims <tsims@midwestmemorial>  
Date: June 30, 2017 at 5:11:00 PM EDT  
To: Kent Elkins <kelkins@midwestmemorialgroup.com>  
Subject: Ams 3 deal

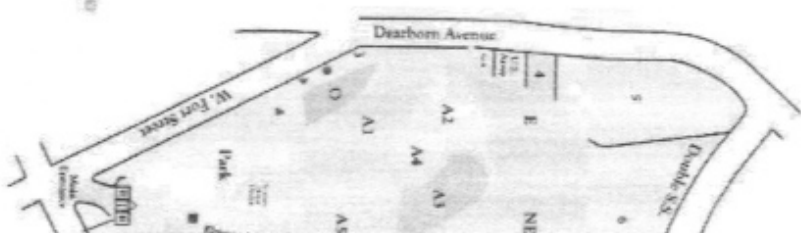
Form 30-205818

Section	Value
Section 1	100.00
Section 2	100.00
Section 3	100.00
Section 4	100.00
Section 5	100.00
Section 6	100.00
Section 7	100.00
Section 8	100.00
Section 9	100.00
Section 10	100.00
Section 11	100.00
Section 12	100.00
Section 13	100.00
Section 14	100.00
Section 15	100.00
Section 16	100.00
Section 17	100.00
Section 18	100.00
Section 19	100.00
Section 20	100.00
Section 21	100.00
Section 22	100.00
Section 23	100.00
Section 24	100.00
Section 25	100.00
Section 26	100.00
Section 27	100.00
Section 28	100.00
Section 29	100.00
Section 30	100.00

Signature: [Signature]

Date: 6/30/2017

Page 1 of 1

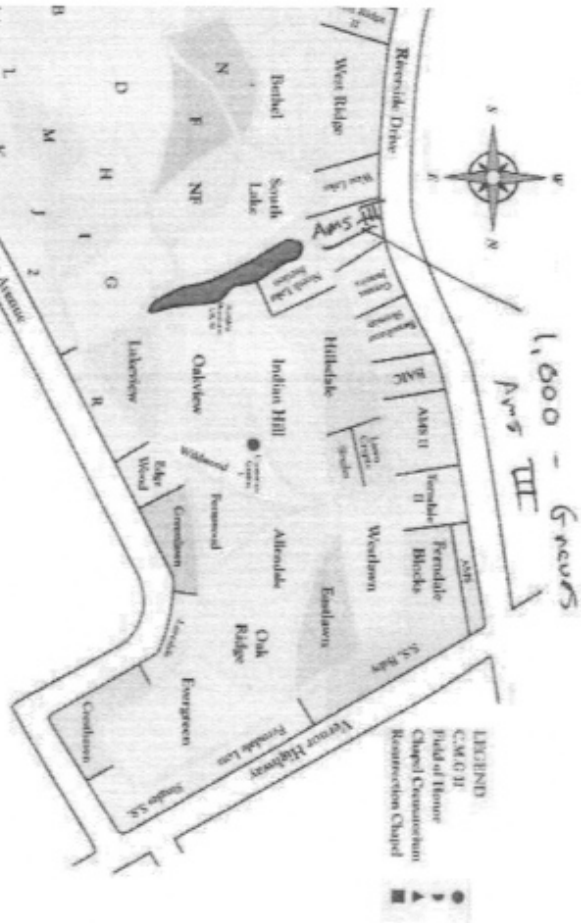
[illegible]

Section \_\_\_\_\_  
 Lot Number \_\_\_\_\_  
 Space \_\_\_\_\_  
 Name of Deceased \_\_\_\_\_

9400 W. Fort Street • Detroit, MI 48209  
 Phone 313/841-0188 • Fax 313/841-4160

# WOODMERE CEMETERY

*By prepaying, you can save  
 up to 50% off the cost of burial.  
 Call for a free consultation with  
 a pre-paid consultant.*  
 313/841-0188







Report Run On:  
Selected Start Deposit Number

Report Date:  
06/30/2017 04:09 PM EDT  
2007

Report Type:  
Selected End Deposit Number

## Deposit Details by Deposit Number - Midwest Memorial Group

Account Name/Number: Midwest Memorial Group LLC/005405414482

Number of Deposits:  
Total of Deposits:  
Total Number of 1

Deposit Number	Item Count	Post Amount	Credit Amount	Adjustment	Depositor	Account Group
0026807	2	100,000.00	100,000.00	0.00	WOODMERE	Woodmere
Item Number	R/T	Account Number	Check Number	Post Amount		
000001	241070417	5650179731	00101	50,000.00		
000002	241070417	5650179634	00409	50,000.00		

### Electronic Deposit Image

Deposit # 020882  
Credit Amount(s) 100,000.00  
Posting Date: 06/30/2017

Customer Name: Midwest Memorial Gr  
Unique Post ID: MIDMEMO  
Account Group: 90  
# Deposit Items: 0002

54055000A 005405414482  
Item Number 00000000

Front

Back

VOID

Confidential

# EXHIBIT 7

FW: Scan from Woodlawn Cemetery

---

From: Kent Elkins (kelkins@midwestmemorialgroup.com)  
To: scohen@cohenandassociatespc.com  
Cc: dcampbell@midwestmemorialgroup.com  
Date: Monday, October 2, 2017, 01:45 PM EDT

---

Hello Steve, Donna asked me to forward our signed copy.

-----Original Message-----

From: [noreply1@midwestmemorial.co](mailto:noreply1@midwestmemorial.co) [mailto:[noreply1@midwestmemorial.co](mailto:noreply1@midwestmemorial.co)]  
Sent: Monday, October 2, 2017 1:32 PM  
To: [kelkins@midwestmemorialgroup.com](mailto:kelkins@midwestmemorialgroup.com)  
Subject: Scan from Woodlawn Cemetery

-----  
FS-C2126MFP+  
[00:c0:ee:b7:35:2d]  
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doc04756220171002123203.pdf  
718.1kB

**ADDITIONAL TERMS AND CONDITIONS TO THE GRAVE  
PURCHASE AGREEMENTS BETWEEN WOODMERE  
CEMETERY AND THE AMERICAN MOSLEM SOCIETY DATED  
FEBRUARY 7, 2002 AND JUNE 29, 2017**

This contract is entered into as of June 29, 2017 between Woodmere Cemetery and the American Moslem Society (AMS).

Whereas, the parties executed a purchase agreement dated February 7, 2002 which provided for the purchase by AMD of 1,522 burial rights associated by one burial right to one grave space (the "2002 PA"); and

Whereas, the parties entered into a contract providing additional term and conditions to the 002 PA (the "2002 Terms and Conditions"); and

Whereas, AMS has purchased an additional 1,000 burial rights associated with one burial right to one grave on a purchase agreement dated June 29, 2007 (the "2017 PA"); and

Whereas, the parties wish to memorialize additional terms and conditions to the 2017 PS and replace the 2002 Terms and Conditions as applied to the 2002 PA.

Therefore, it is agreed as follows:

1. The governing documents for the remaining graves under the 2002 PA and the 2017 PA are the purchase agreements themselves and this agreement (which supersedes the 2002 Terms and Conditions as to graves unconsumed as of June 29, 2017).
2. The charge of \$530.00 per burial right in the 2002 PA and the charge of \$625.00 per burial right in the 2017 PA include perpetual care. Woodmere Cemetery is responsible to remit the 15% of retail sales price on the burial right to the Perpetual Care Trust account.
3. Woodmere acknowledges and understands that AMS is purchasing burial rights for the benefit of its members. The family of the deceased is responsible for payment of all services and products other than the burial right fee, which is the responsibility of AMS. Woodmere shall make independent arrangements for services and payment with the families of the deceased. AMS shall not be responsible in any manner for default in payment or other financial performance by the families of the deceased.
4. It is agreed and understood that all memorialization for the grave spaces under the 2002 PA and the 2017 PA will be purchased exclusively through Woodmere. All memorializations shall be made of 24" x 12" x 4" flush cornelian granite and shall include a name in cryptic script and also in English, year of

birth, year of death, and a moslem emblem. It is further agreed and understood that the installation of the memorial, the fee for interment (commonly called opening and closing fee of the grave), the purchase of a concrete rough box and the installation of the concrete rough box in the grave space will be furnished exclusively through Woodmere. The price for these items for the calendar year 2017 is \$2,225.00 excluding sales tax. Thereafter, a 3.25% inflation factor per year will apply on all items except the sales tax. The itemization of these items are as follows:


a. Opening and Closing fee	\$ 903.10
Concrete rough box	329.82
Installation of concrete rough box	200.00
Memorial (as described above)	523.31
Memorial installation	<u>268.77</u>
Subtotal	\$2,225.00
Michigan Sales Tax	<u>51.80</u>
Total	<u>\$2,276.80</u>

b. As of June 29, 2017, Michigan sales tax is 6% of the tangible goods being itemized and sold. \$51.80 is 6% of \$853.13, which is the sum of the \$329.82 for the concrete rough box and \$523.31 for the memorial. Michigan sales tax rate may vary based on what rate is approved by the Michigan legislature.

5. All baby burials for AMS members will be interred in the AMS baby garden at Woodmere are provided at no cost to AMS members with the provision that the interment occurs in a unit no larger than 36 inches long and 16 inches wide.
6. In the event of a conflict between the terms of this document and any of the other governing documents or Woodmere's Rules and Regulations booklet, the terms set forth in this document shall control.

**Woodmere Cemetery**

**American Moslem Society**

  
 By: Douglas B. Miller  
 Its: Provided

\_\_\_\_\_  
 By: \_\_\_\_\_  
 Its: \_\_\_\_\_

# EXHIBIT 8

Date: 6-29-17 Contract No. **MW 30-209818**

Owner ID

30/400382☐ At-Need ☒ Prepaid **GUARANTEED** Price☐ **Acacia Park Cemetery**  
31300 Southfield Rd.  
Beverly Hills, MI 48025☐ **Forest Lawn Memorial Park**  
11851 Van Dyke  
Detroit, MI 48234☐ **Oakview Cemetery**  
1032 N. Main St.  
Royal Oak, MI 48067☐ **United Memorial Gardens**  
4800 Curtis Road  
Plymouth, MI 48170☐ **Woodmere Cemetery**  
9400 W. Fort St.  
Detroit, MI 48209☐ **Cadillac Memorial Gardens East**  
38425 Gerfield Rd.  
Clinton Twp., MI 48038☐ **Grand Lawn Cemetery & Mausoleum**  
23501 Grand River Ave.  
Detroit, MI 48219☐ **Oakland Hills Memorial Gardens**  
43300 W. Twelve Mile Rd.  
Novi, MI 48377☐ **Washtenaw Memorial Park & Mausoleum**  
3771 Whitmore Lake Rd.  
Ann Arbor, MI 48105☐ **Cadillac Memorial Gardens West**  
34224 Ford Road  
Westland, MI 48185☐ **Mt. Hope Memorial Gardens**  
17840 Middlebelt Rd.  
Livonia, MI 48152☐ **Roseland Park Cemetery**  
29001 N. Woodward Ave.  
Berkely, MI 48072☐ **Woodlawn Cemetery**  
19975 Woodward Ave.  
Detroit, MI 48203**CEMETERY PROTECTION AGREEMENT**American Muslim Society ("Purchaser")

("Co-Purchaser") referred to in this Agreement as "Purchaser" or "you" agree to purchase the Burial Rights, Merchandise and Services described herein and agree to be bound by all of the terms and provisions of this Agreement, including the Additional Terms, Conditions, and Benefits and the Rules and Regulations of Cemetery ("Contract Seller") checked above on this at-need or prepaid guaranteed price contract.

ITEMIZATION OF CHARGES:	QTY	TOTAL
A. Burial Rights (described in the right - Perpetual Care Included)	<u>1,000</u>	\$ <u>625,000</u>
B. Less: Discounts		(\$ )
C. Second Right of Interment		\$
D. Total of A through C		\$ <u>625,000</u>
Contract Price of Merchandise and Services with 10% Commission:		
E. Interment/Entombment Fee		\$
F. Outer Burial Container		\$
G. Outer Burial Container Installation Charge		\$
H. Inspection and Layout Fee		\$
I. Memorial or Monument		\$
J. Memorial or Monument Installation Fee		\$
K. Urn		\$
L. Other:		\$
M. Less: Discounts (refers to line above)		(\$ )
N. Sales Tax		\$
O. Total of E through N		\$
Total *Contract Price \$ + 10% Commission \$		\$ <u>625,000</u>
P. Cash Price Total (D + O)		\$ <u>625,000</u>

Said Cash Price to be paid as follows (Select One):

**PAYMENT OPTIONS:**

- ☒ \$ 625,000 Down Payment RT# 54730  
Amount to be paid by Third Party or by Insurance Assignment - Purchaser/Co-Purchaser remains liable for this amount if Third Party or Insurance Assignment does not remit within 60 days. Payment is due in full by Purchaser within 90 days.
- ☐ \$ 625,000 Amount to be Financed - Retail Installment Agreement attached and incorporated by reference.  
Total equals Line P above. CK # 401 / CK # 402

**PAYMENT METHOD:** ☐ Cash ☒ Check ☐ M. O. ☐ Credit Card

COUNSELOR NAME

By: \_\_\_\_\_ (Print Name)

COUNSELOR ID: \_\_\_\_\_ Counselor Signature

Agreement is subject to review by Office Manager of Cemetery (other than Counselor). See Terms and Conditions for details.

Location Administrator of Cemetery or Executive Officer of Cemetery

By signing below Purchaser(s) acknowledge receipt of a completed copy of this \_\_\_\_\_ page(s) Agreement and both Purchaser and Co-Purchaser agree to be jointly and severally responsible for payment and acknowledge information is correct. A prepaid contract may be cancelled within the first 10 business days after signing and all funds paid to the Contract Seller shall be refunded. Arbitration Agreement Addendum is attached hereto and incorporated by reference.

1. PURCHASER [Signature]  
Mailing Address 9945 W Vernor Hwy  
City Dearborn State MI ZIP 48120  
Employer (if any) \_\_\_\_\_  
Home Phone ( ) 849-2147  
Work Phone ( ) \_\_\_\_\_ Cell Phone ( ) \_\_\_\_\_  
Date of Birth \_\_\_\_\_  
Email Address \_\_\_\_\_

**ADDITIONAL BENEFITS**

**GUARANTEED OWNERSHIP PLAN:** Under the Guaranteed Ownership Protection Plan, the Cemetery will forgive the entire unpaid balance of this Agreement up to a maximum of \$10,000.00 if all of the following conditions are met: (a) Purchaser dies during the payment period as set forth in this Agreement; and (b) 10% cumulative payment is made over the life of the Agreement; and (c) none of the following exceptions exist. The Guaranteed Ownership Protection Plan is unavailable under any of the following circumstances: (a) if Purchaser or Co-Purchaser is sixty-five (65) years of age or over at the time of purchase; or (b) if the death of Purchaser/Co-Purchaser was caused by a disease or illness which was pre-existing at the time of purchase of which Purchaser/Co-Purchaser was aware or under medical treatment; or by suicide; or (c) if Purchaser/Co-Purchaser is delinquent in their payments (more than 30 days from the due date) at the time of death.

**PROTECTION FOR CHILDREN/GRANDCHILDREN:** In the event of the accidental death of any one or more of Purchaser's unmarried children/grandchildren, including children legally adopted by Purchaser, who are between the ages of one and twenty-one, if 10% of the Total Sales Price is paid, then Cemetery agrees to furnish additional space or spaces, a vault and/or a memorial, and for the interment of said child or children/grandchildren, if Purchaser has provided the same for himself or herself, up to a maximum of \$3,000.00 in current retail value for each child/grandchild. To qualify for this benefit, no installment payment more than thirty (30) days in arrears on said Agreement. Except for double depth sections, additional space or spaces shall adjoin or be as close as reasonably possible to the original location of interment rights of Purchaser. If such space or spaces are available, the Purchaser shall have the right to select another lot of comparable location and price where the required number of adjoining spaces are available. The obligation of Cemetery to provide additional space or spaces shall apply to any future children/grandchildren or legally adopted children from your current marriage, who meet the requirements set forth herein. The Children/Grandchildren's Protection Plan is nontransferable if space and/or Merchandise are resold. The benefit only applies to those children whose names and birth dates are listed on page 1 of the Cemetery Protection Agreement and children born subsequent to the date of this Agreement.

\*Contract Price is defined as prepaid undelivered merchandise or services listed in E through P above - this Contract may be cancelled either before death or after death by the buyer or, if the buyer is deceased, by the person or persons authorized to make funeral or cemetery arrangements. If the contract is cancelled, the buyer's estate is entitled to a refund of 100% of the contract price and any income as required by law. After the death of the contract beneficiary, the contract buyer or the contract buyer's estate may cancel the prepaid contract only where there are no remains of the deceased; where the remains of the deceased cannot be recovered; or where a prepaid contract was not utilized due to lack of knowledge by the person or persons entitled to make funeral arrangements of the existence of the prepaid contract.

**SALES TERMS:**

☐ 3m/25% down ☐ PN-PIF ☐ PN/50% PAD w/int ☐ PN/50% w/int ☐ PN install PAD  
OFFICE USE ☒ PN install 08+ ☐ PN-50% down-balance on delivery ☐ PN5% PAD ☐ PN-12m ☐ AN PTF

**LEAD SOURCE:**AMERICAN MUSLIM SOCIETY

IF BENEFICIARY IS OTHER THAN PURCHASER:

American Muslim Society Members

(Print Name)

**MAKE DEED AS FOLLOWS (Owner):**

Relationship to Purchaser: \_\_\_\_\_

Date: 6-29-17

(Must be same as data on Cemetery Life Plan Protection Agreement)

Owner ID:

30/900382

mw 30-209818

☐ Acacia Park Cemetery  
31300 Southfield Rd.  
Beverly Hills, MI 48025

☐ Forest Lawn Memorial Park  
11851 Van Dyke  
Detroit, MI 48234

☐ Oakview Cemetery  
1032 N. Main St.  
Royal Oak, MI 48067

☐ United Memorial Gardens  
4800 Curtis Road  
Plymouth, MI 48170

☒ Woodlawn Cemetery  
9400 W. Fort St.  
Detroit, MI 48209

☐ Cadillac Memorial Gardens East  
38425 Garfield Rd.  
Clinton Twp., MI 48038

☐ Grand Lawn Cemetery & Mausoleum  
23501 Grand River Ave.  
Detroit, MI 48219

☐ Oakland Hills Memorial Gardens  
43300 W. Twelve Mile Rd.  
Novi, MI 48377

☐ Washtenaw Memorial Park & Mausoleum  
3771 Whitmore Lake Rd.  
Ann Arbor, MI 48105

☐ Cadillac Memorial Gardens West  
34224 Ford Road  
Westland, MI 48185

☐ Mt. Hope Memorial Gardens  
17840 Middlebelt Rd.  
Livonia, MI 48152

☐ Roseland Park Cemetery  
29001 N. Woodward Ave.  
Berkely, MI 48072

☐ Woodlawn Cemetery  
19975 Woodward Ave.  
Detroit, MI 48203

MOSLEM

## RETAIL INSTALLMENT AGREEMENT

American Muslim Society

("Purchaser")

("Co-Purchaser")

Referred to in this Agreement as "Purchaser" or "you" agree to purchase the Burial Rights, Merchandise and Services described herein and agree to be bound by all of the terms and provisions of this Retail Installment Agreement, including the Additional Terms, Conditions, and Benefits and the Rules and Regulations of the Cemetery listed above.

## ITEMIZATION OF AMOUNT FINANCED

A. Cash Price (from Page 1) ..... \$ 625,000  
 B. Less Credits or Trade-In (Contract# \_\_\_\_\_) ..... (\$ 0)  
 C. Balance of Cash Price ..... (A-B=C) \$ 625,000  
 D. Less Cash Down Payment ..... (\$ 100,000)  
 E. Unpaid Balance of Cash Price ..... (C-D=E) \$ 525,000  
 F. Amount Financed ..... \$ 525,000  
 G. Finance Charges ..... \$ 0  
 H. Total of Payments ..... (F+G=H) \$ 525,000  
 I. Deferred Payment Price ..... (D+H) \$ 625,000

PAYMENT: The PURCHASER shall pay CEMETERY in accordance with the following disclosure statement.

## FEDERAL TRUTH IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost you (Line G above)	AMOUNT FINANCED The amount of credit provided to you on your behalf (Line F above)	TOTAL OF PAYMENTS The amount you will have paid when you have made all scheduled payments (Line H above)	TOTAL SALES PRICE The total cost of goods and services provided on credit. Including a down payment of \$ <u>100,000</u> (Total payment (H) plus down payment (D).) \$ <u>625,000</u>
<u>0</u> %	\$ <u>0</u>	\$ <u>525,000</u>	\$ <u>525,000</u>	

Number of Payments <u>60</u> <u>240 pmt</u>	Amount of Payments \$ <u>8,750</u>	First Payment Due Date <u>Aug 3, 2017</u> <u>Sept 3, 2017</u>	Thereafter, Payments are Due <input checked="" type="checkbox"/> Monthly on the <u>3rd</u>
---	---------------------------------------	---	---

SECURITY: You are giving a security interest in the goods or property being purchased and in any funds paid by you and held in trust by Cemetery.

LATE CHARGE: If any payment is not paid in full within 10 days of its due date, you may be charged a late fee not to exceed the lesser of \$5.00 or 5% of the installment, whichever is greater.

PREPAYMENT: If you pay off early, you will not have to pay a penalty and may be entitled to a rebate of part of the finance charge.

FINANCE CHARGE: To the extent the full amount or any portion of the Amount financed is not paid the Finance Charge will be determined from the date of this Contract. If any portion of the total of Payments herein is prepaid, the Finance Charge will be made on the unpaid balance of the Amount Financed after such pre-payment. (See terms and conditions of the Contract entered into concurrently for any additional information about nonpayment, default and required repayment in full before the scheduled date, and prepayment refund and penalties.)

NOTICE TO PURCHASER: DO NOT SIGN THIS AGREEMENT BEFORE YOU HAVE READ IT OR IF IT CONTAINS BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE AGREEMENT YOU SIGN. UNDER THE LAW YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CONDITIONS MAY OBTAIN A PARTIAL REFUND OF THE UNEARNED FINANCE CHARGES. KEEP THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS.

BUYER'S RIGHT TO CANCEL: YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

By signing below, Purchaser acknowledges:

- A. Receipt of a completed copy of this Agreement and Notice of Cancellation at the time of signing.  
 B. The right to request a consumer report, and that your account will be used only for personal, family, or household purposes. You authorize Cemetery ("we," "us," or "our") to make whatever inquiries we consider necessary and appropriate concerning this information. You give us permission to request a consumer report from consumer reporting agencies in considering this application and subsequently for the purpose of an update, renewal or extension of credit, or reviewing or collecting the account. Upon request, we will inform you of the name and address of each consumer reporting agency from which we obtain a consumer report relating to you.  
 C. Both Purchaser and Co-Purchaser agree to be jointly and severally responsible for payment of this account.  
 D. Purchaser's preferences on language when speaking with Cemetery representatives: ☐ ENGLISH ☐ SPANISH ☐ KOREAN ☐ CHINESE ☐ ARABIC

1. PURCHASER X. Khalid AlwagdiPurchaser Printed Name Khalid Alwagdi

Social Security Number \_\_\_\_\_

2. CO-PURCHASER \_\_\_\_\_



**ADDITIONAL TERMS AND CONDITIONS TO THE GRAVE  
PURCHASE AGREEMENTS BETWEEN WOODMERE  
CEMETERY AND THE AMERICAN MOSLEM SOCIETY DATED  
FEBRUARY 7, 2002 AND JUNE 29, 2017**

This contract is entered into as of June 29, 2017 between Woodmere Cemetery and the American Moslem Society (AMS).

Whereas, the parties executed a purchase agreement dated February 7, 2002 which provided for the purchase by AMD of 1,522 burial rights associated by one burial right to one grave space (the "2002 PA"); and

Whereas, the parties entered into a contract providing additional term and conditions to the 002 PA (the "2002 Terms and Conditions"); and

Whereas, AMS has purchased an additional 1,000 burial rights associated with one burial right to one grave on a purchase agreement dated June 29, 2007 (the "2017 PA"); and

Whereas, the parties wish to memorialize additional terms and conditions to the 2017 PS and replace the 2002 Terms and Conditions as applied to the 2002 PA.

Therefore, it is agreed as follows:

1. The governing documents for the remaining graves under the 2002 PA and the 2017 PA are the purchase agreements themselves and this agreement (which supersedes the 2002 Terms and Conditions as to graves unconsumed as of June 29, 2017).
2. The charge of \$530.00 per burial right in the 2002 PA and the charge of \$625.00 per burial right in the 2017 PA include perpetual care. Woodmere Cemetery is responsible to remit the 15% of retail sales price on the burial right to the Perpetual Care Trust account.
3. Woodmere acknowledges and understands that AMS is purchasing burial rights for the benefit of its members. The family of the deceased is responsible for payment of all services and products other than the burial right fee, which is the responsibility of AMS. Woodmere shall make independent arrangements for services and payment with the families of the deceased. AMS shall not be responsible in any manner for default in payment or other financial performance by the families of the deceased.
4. It is agreed and understood that all memorialization for the grave spaces under the 2002 PA and the 2017 PA will be purchased exclusively through Woodmere. All memorializations shall be made of 24" x 12" x 4" flush cornelian granite and shall include a name in cryptic script and also in English, year of

birth, year of death, and a moslem emblem. It is further agreed and understood that the installation of the memorial, the fee for interment (commonly called opening and closing fee of the grave), the purchase of a concrete rough box and the installation of the concrete rough box in the grave space will be furnished exclusively through Woodmere. The price for these items for the calendar year 2017 is \$2,225.00 excluding sales tax. Thereafter, a 3.25% inflation factor per year will apply on all items except the sales tax. The itemization of these items are as follows:

a. Opening and Closing fee	\$ 903.10
Concrete rough box	329.82
Installation of concrete rough box	200.00
Memorial (as described above)	523.31
Memorial installation	<u>268.77</u>
Subtotal	\$2,225.00
Michigan Sales Tax	<u>51.80</u>
Total	<u>\$2,276.80</u>

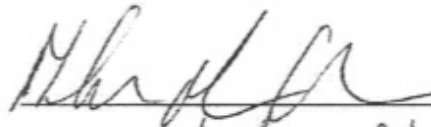
b. As of June 29, 2017, Michigan sales tax is 6% of the tangible goods being itemized and sold. \$51.80 is 6% of \$853.13, which is the sum of the \$329.82 for the concrete rough box and \$523.31 for the memorial. Michigan sales tax rate may vary based on what rate is approved by the Michigan legislature.

5. All baby burials for AMS members will be interred in the AMS baby garden at Woodmere are provided at no cost to AMS members with the provision that the interment occurs in a unit no larger than 36 inches long and 16 inches wide.
6. In the event of a conflict between the terms of this document and any of the other governing documents or Woodmere's Rules and Regulations booklet, the terms set forth in this document shall control.

**Woodmere Cemetery**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**American Moslem Society**

  
By: Mahdi Al  
Its: President

birth, year of death, and a moslem emblem. It is further agreed and understood that the installation of the memorial, the fee for interment (commonly called opening and closing fee of the grave), the purchase of a concrete rough box and the installation of the concrete rough box in the grave space will be furnished exclusively through Woodmere. The price for these items for the calendar year 2017 is \$2,225.00 excluding sales tax. Thereafter, a 3.25% inflation factor per year will apply on all items except the sales tax. The itemization of these items are as follows:


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Subtotal	\$2,225.00
Michigan Sales Tax	<u>51.80</u>
Total	<u>\$2,276.80</u>

b. As of June 29, 2017, Michigan sales tax is 6% of the tangible goods being itemized and sold. \$51.80 is 6% of \$853.13, which is the sum of the \$329.82 for the concrete rough box and \$523.31 for the memorial. Michigan sales tax rate may vary based on what rate is approved by the Michigan legislature.

- All baby burials for AMS members will be interred in the AMS baby garden at Woodmere are provided at no cost to AMS members with the provision that the interment occurs in a unit no larger than 36 inches long and 16 inches wide.
- In the event of a conflict between the terms of this document and any of the other governing documents or Woodmere's Rules and Regulations booklet, the terms set forth in this document shall control.

**Woodmere Cemetery**

**American Moslem Society**

  
 By: Douglas B. Miller  
 Its: President

\_\_\_\_\_  
 By: \_\_\_\_\_  
 Its: \_\_\_\_\_

# EXHIBIT 9

April 14, 2020

Dr. Mahdi Ali  
President, American Moslem Society

Via Email at [mahdigm72@gmail.com](mailto:mahdigm72@gmail.com)

Re: AMS Section III at Woodmere Cemetery

Dear Dr. Ali,

I am in receipt of your email to Kent Elkins, dated April 12, 2020 and would request that you direct all future communications on this issue to my attention. In your email, you state, "...the AMS is about to move to AMS section 3, once the AMS 2 graves are completed. Our contract with you gives us the right to move to this section when needed." Respectfully, your interpretation of the agreement between Woodmere Cemetery ("Woodmere") and the American Moslem Society (AMS) is incorrect.

As you may recall, AMS entered into a Cemetery Protection Agreement with Woodmere, Contract # 30-209818, dated June 29, 2017 in the amount of \$625,000 for the purchase of grave spaces 1-1000 in future garden AMS III (hereinafter the "Cemetery Agreement"). (Exhibit A). The Cemetery Agreement was not paid in full but, instead, was financed requiring a down-payment and subsequent monthly payments under said Cemetery Agreement until such time that the purchase price is paid in full. Simultaneously with the execution of the Cemetery Agreement, the parties also entered into a complimentary agreement titled "Additional Terms and Conditions to the Grave Purchase Agreements between Woodmere Cemetery and the American Moslem Society Dated February 7, 2002 and June 29, 2017" (hereinafter the "Additional Terms and Conditions"). (Exhibit B). As stated explicitly therein, these Additional Terms and Conditions supersede any and all prior agreements between the parties and are intended to supplement the terms and conditions contained within the Cemetery Agreement. (Exhibit B).

With respect to the issue at hand, it is our understanding that the AMS now wishes to proceed with the resale and use of the grave spaces which are subject to the Cemetery Agreement. However, as you are aware, the Cemetery Agreement has not been paid in full. As a result, until such time that it is paid in full neither the Cemetery Agreement nor the Additional Terms and Conditions permit the AMS to re-assign or re-sell any of the interment rights located in AMS III. Specifically, I would like to draw your attention to the Cemetery Agreement, Additional Benefits, Terms and Conditions, sub section 2. Sale or Assignment Privilege which reads in pertinent part as follows:

*"Purchaser shall have the right at any time to designate a new contract Beneficiary or sell or transfer Beneficiaries' interest in Burial Rights or prepaid, undelivered merchandise under this Agreement if such items have been paid in full....Cemetery may refuse consent to a transfer or an*

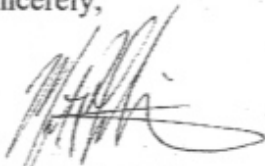
*assignment if any balance of the purchase price is outstanding."*  
(Exhibit A, emphasis added).

To date, Woodmere has not received the full balance of the purchase price of the Cemetery Agreement. Rather, it has received a total of \$271,250.00 leaving an outstanding balance of \$353,750.00. Accordingly, at this point in time, the burial rights purchased under the Cemetery Agreement are not transferable and thus, not available for use by AMS members.

Despite this, given our long-standing relationship and Woodmere's desire to continue to work with the AMS, I have enclosed with this letter four (4) different options for the AMS to review and select from to avoid any interruption in the use of burial spaces either owned or currently covered by the Cemetery Agreement. Once you have had the opportunity to fully review these options, I invite you to meet with my team and me to finalize your selection.

Should you have any questions please do not hesitate to contact me. I look forward to our continued work together and supporting AMS and your community for years to come.

Sincerely,



Mathew Forastiere  
Vice President, Operations – Midwest Region

EXHIBIT A

Acacia Park Cemetery  
31750 Southfield Rd.  
Farmington Hills, MI 48035

Forest Lawn Memorial Park  
11851 Van Dyke  
Detroit, MI 48234

Oakview Cemetery  
1032 N. Main St.  
Royal Oak, MI 48067

United Memorial Gardens  
4800 Curtis Road  
Plymouth, MI 48170

Woodmere Cemetery  
9400 W. Fort St.  
Detroit, MI 48209

Calhoun Memorial Gardens East  
18425 Garfield Rd.  
Clinton Twp., MI 48038

Grand Lawn Cemetery & Mausoleum  
23501 Grand River Ave.  
Detroit, MI 48219

Oakland Hills Memorial Gardens  
43300 W. Twelve Mile Rd.  
Novi, MI 48377

Washington Memorial Park & Mausoleum  
3771 Whitmore Lake Rd.  
Ann Arbor, MI 48105

Cadillac Memorial Gardens West  
14224 Ford Road  
Westland, MI 48185

Mt. Hope Memorial Gardens  
17840 Middlebelt Rd.  
Livonia, MI 48152

Roseland Park Cemetery  
29001 N. Woodward Ave.  
Berkley, MI 48072

Woodlawn Cemetery  
19975 Woodward Ave.  
Detroit, MI 48209

# CEMETERY PROTECTION AGREEMENT

American Moslem Society ("Purchaser")

("Co-Purchaser") referred to in this Agreement as "Purchaser" or "co-purchaser" to purchase the Burial Rights, Merchandise and Services described herein and agree to be bound by all of the terms and provisions of this Agreement, including the additional Terms, Conditions, and Benefits and the Rules and Regulations of Cemetery ("Contract Seller") checked above on this at-need or prepaid guaranteed price contract.

## ITEMIZATION OF CHARGES:

	QTY	TOTAL
Burial Rights as indicated on the right - (Prepaid Cash Indicated)	1,000	\$ 625,000
Less: Discounts		(\$ )
Second Right of Interment		\$
Total of A through C		\$ 625,000

## Contract Price of Merchandise and Services with 10% Commission:

Interment/Entombment Fee	\$
Outer Burial Container	\$
Outer Burial Container Installation Charge	\$
Inspection and Layout Fee	\$
Memorial or Monument	\$
Memorial or Monument Installation Fee	\$
Urn	\$
Other:	\$
Less: Discounts (refers to line above)	(\$ )
Sales Tax	\$
Total of E through N	\$
Total Contract Price \$ + 10% Commission \$	\$
Cash Price Total (D + O)	\$ 625,000

Cash Price to be paid as follows (Select One):

## PAYMENT OPTIONS:

\$ 625,000.00	Down Payment RT# 54730
\$	Amount to be paid by Third Party or by Insurance Assignment - Purchaser/Co-Purchaser remains liable for this amount if Third Party or Insurance Assignment does not remit within 90 days. Payment is due in full by Purchaser within 90 days.
\$ 625,000.00	Amount to be Financed - Retail Installment Agreement attached and incorporated by reference. OK # 401/C# 409
	Total equals Line P above.

PAYMENT METHOD: ☐ Cash ☐ Check ☐ M.O. ☐ Credit Card

COUNSELOR NAME

COUNSELOR ID

agreement is subject to review by Office Manager of Cemetery (other than counselor). See Terms and Conditions for details.

Location: Address of Cemetery or Executive Office of Cemetery

By signing below Purchaser(s) acknowledge receipt of a completed copy of this Agreement and both Purchaser and Co-Purchaser agree to be jointly and severally responsible for payment and acknowledge information is correct. A prepaid contract may be cancelled within the first 10 business days after signing of all funds paid to the Contract Seller shall be refunded. Arbitration Agreement Addendum is attached hereto and incorporated by reference.

PURCHASER

Mailing Address

City

State

ZIP

Employer (if any)

Home Phone

Cell Phone

Date of Birth

Email Address

## ADDITIONAL BENEFITS

**GUARANTEED OWNERSHIP PLAN:** Under the Guaranteed Ownership Protection Plan, the Cemetery will forgive the entire unpaid balance of this Agreement up to a maximum of \$10,000.00 if all of the following conditions are met: (a) Purchaser dies during the payment period as set forth in this Agreement; and (b) 10% cumulative payment is made over the life of the Agreement; and (c) none of the following exceptions exist. The Guaranteed Ownership Protection Plan is unavailable under any of the following circumstances: (a) if Purchaser or Co-Purchaser is sixty-five (65) years of age or over at the time of purchase; or (b) if the death of Purchaser/Co-Purchaser was caused by a disease or illness which was pre-existing at the time of purchase of which Purchaser/Co-Purchaser was aware or under medical treatment; or by suicide; or (c) if Purchaser/Co-Purchaser is delinquent in their payments (more than 30 days from the due date) at the time of death.

**PROTECTION FOR CHILDREN/GRANDCHILDREN:** In the event of the accidental death of any one or more of Purchaser's unmarried children/grandchildren, including children legally adopted by Purchaser, who are between the ages of one and twenty-one, if 10% of the Total Sales Price is paid, then Cemetery agrees to furnish additional space or spaces, a vault and/or a memorial, and for the interment of said child or children/grandchildren, if Purchaser has provided the same for himself or herself, up to a maximum of \$2,000.00 in current retail value for each child/grandchild. To qualify for this benefit, interment payment more than thirty (30) days in arrears on said Agreement. Except for double depth sections, additional space or spaces shall adjoin or be as close as reasonably possible to the original site of interment rights of Purchaser, if such space or spaces are available. If such space or spaces are not available, the Purchaser shall have the right to select another lot of comparable location and price where the required number of adjoining spaces are available. The obligation of Cemetery to provide additional space or spaces shall apply to any future children/grandchildren or legally adopted children from or through marriage, who meet the requirements set forth herein. The Children/Grandchildren's Protection Plan is non-transferable if space and/or Merchandise are resold. The benefit only applies to those children whose names and birth dates are listed on page 1 of the Cemetery Protection Agreement and children born subsequent to the date of this Agreement.

Contract Price is defined as prepaid undelivered merchandise or services listed in E through P above - this Contract may be cancelled either before death or after death by the buyer or, if the buyer is deceased, the person or persons authorized to make funeral or cemetery arrangements. If the contract is cancelled, the buyer's estate is entitled to a refund of 100% of the contract price and any income as required by law. After the death of the contract beneficiary, the contract buyer or the contract buyer's estate may cancel the prepaid contract only where there are no remains of the decedent; where the remains of the decedent cannot be recovered; or where a prepaid contract was not utilized due to lack of knowledge by the person or persons entitled to make funeral arrangements of the existence of the prepaid contract.

## SALES TERMS:

OFFICE USE ☐ 3m/25% down ☐ PN-PIF ☐ PN/50% PAD w/int ☐ PN/50% w/int ☐ PN install PAD ☐ PN install 08+ ☐ PN-50% down-balance on delivery ☐ PN/5% PAD ☐ PN-12m ☐ AN PIF ☐ AN install 08+ ☐ AN same as cash ☐ AN 50% down - balance on delivery ☐ 5% AN

## LEAD SOURCE:

CR

Office Manager's verification of price, terms, and lead source classification: PRINT NAME:

Manager's Signature:

T. Spas



Date: 6-29-17

(Must be same as data on Cemetery Life Plan Protection Agreement)

Owner ID: 30/900384

mw 30 - 209818

☐ Alhambra Park Cemetery  
31300 Southfield Rd.  
Beverly Hills, MI 48025

☐ Forest Lawn Memorial Park  
11851 Van Dyke  
Detroit, MI 48234

☐ Oakview Cemetery  
1032 N. Main St.  
Royal Oak, MI 48067

☐ United Memorial Gardens  
4806 Curtis Road  
Plymouth, MI 48170

☐ Whitmore Cemetery  
9400 W. Fort St.  
Detroit, MI 48209

☐ Cadillac Memorial Gardens East  
38425 Garfield Rd.  
Clinton Twp, MI 48038

☐ Grand Lawn Cemetery & Mausoleum  
23501 Grand River Ave.  
Detroit, MI 48219

☐ Oakland Hills Memorial Gardens  
42300 W. Twelve Mile Rd.  
Novi, MI 48377

☐ Washtenaw Memorial Park & Mausoleum  
7771 Whitmore Lake Rd.  
Ann Arbor, MI 48105

☐ Cadillac Memorial Gardens West  
34224 Ford Road  
Westland, MI 48185

☐ Mt. Hope Memorial Gardens  
17840 Middlebelt Rd.  
Livonia, MI 48152

☐ Rosewood Park Cemetery  
29001 N. Woodward Ave.  
Berkley, MI 48072

☐ Woodlawn Cemetery  
19975 Woodward Ave.  
Detroit, MI 48203

MOSLEM

## RETAIL INSTALLMENT AGREEMENT

American Muslim Society

("Purchaser")

("Co-Purchaser")

Referred to in this Agreement as "Purchaser" or "you"  
agree to purchase the Burial Rights, Merchandise and  
Services described herein and agree to be bound by all  
of the terms and provisions of this Retail Installment  
Agreement, including the Additional Terms, Conditions,  
and Benefits and the Rules and Regulations of the  
Cemetery listed above.

## ITEMIZATION OF AMOUNT FINANCED

A. Cash Price (from Page 1) \$ 625,000  
B. Less Credits or Trade-In (Contract# ) (\$ 0)  
C. Balance of Cash Price (A-B=C) \$ 625,000  
D. Less Cash Down Payment (\$ 100,000)  
E. Unpaid Balance of Cash Price (C-D=E) \$ 525,000  
F. Amount Financed \$ 525,000  
G. Finance Charges \$ 0  
H. Total of Payments (F+G+H) \$ 525,000  
I. Deferred Payment Price (D+H) \$ 625,000

PAYMENT: The PURCHASER shall pay CEMETERY in accordance with the following disclosure statement.

## FEDERAL TRUTH IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALES PRICE
The cost of your credit as a yearly rate	The dollar amount the credit will cost you (Line G above)	The amount of credit provided to you on your behalf (Line F above)	The amount you will have paid when you have made all scheduled payments (Line H above)	The total cost of goods and services provided on credit. Including a down payment of
0 %	\$ 0	\$ 525,000	\$ 525,000	\$ 100,000 (Total payment (H) plus down payment (D)) \$ 625,000
Number of Payments	Amount of Payments	First Payment Due Date	Thereafter, Payments are Due	
60 20000	\$ 8,750	Aug 3, 2017 Sept 3, 2017	Monthly on the 300	

**SECURITY:** You are giving a security interest in the goods or property being purchased and in any funds paid by you and held in trust by Cemetery.

**LATE CHARGE:** If any payment is not paid in full within 10 days of its due date, you may be charged a late fee not to exceed the lesser of \$5.00 or 5% of the installment, whichever is greater.

**PREPAYMENT:** If you pay off early, you will not have to pay a penalty and may be entitled to a rebate of part of the finance charge.

**FINANCE CHARGE:** To the extent the full amount or any portion of the Amount financed is not paid the Finance Charge will be determined from the date of this Contract. If any portion of the total of Payments herein is prepaid, the Finance Charge will be made on the unpaid balance of the Amount Financed after such pre-payment. (See terms and conditions of the Contract entered into concurrently for any additional information about nonpayment, default and required repayment in full before the scheduled date, and prepayment refund and penalties.)

**NOTICE TO PURCHASER:** DO NOT SIGN THIS AGREEMENT BEFORE YOU HAVE READ IT OR IF IT CONTAINS BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE AGREEMENT YOU SIGN. UNDER THE LAW YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CONDITIONS MAY OBTAIN A PARTIAL REFUND OF THE UNEARNED FINANCE CHARGES. KEEP THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS.

**BUYER'S RIGHT TO CANCEL:** YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

By signing below, Purchaser acknowledges:

- A. Receipt of a completed copy of this Agreement and Notice of Cancellation at the time of signing.  
B. The right to request a consumer report, and that your account will be used only for personal, family, or household purposes. You authorize Cemetery ("we," "us," or "our") to make whatever inquiries we consider necessary and appropriate concerning this information. You give us permission to request a consumer report from consumer reporting agencies in considering this application and subsequently for the purpose of an update, renewal or extension of credit, or reviewing or collecting the account. Upon request, we will inform you of the name and address of each consumer reporting agency from which we obtain a consumer report relating to you.  
C. Both Purchaser and Co-Purchaser agree to be jointly and severally responsible for payment of this account.  
D. Purchaser's preferences on language when speaking with Cemetery representatives: ☐ ENGLISH ☐ SPANISH ☐ KOREAN ☐ CHINESE ☐ ARABIC

1. PURCHASER

Purchaser Printed Name

Social Security Number

2. CO-PURCHASER

Co-Purchaser Printed Name

Social Security Number



# RETAIL INSTALLMENT AND CEMETERY PROTECTION AGREEMENT

## Additional Benefits, Terms and Conditions

This Retail Installment Agreement and purchase made pursuant to the Cemetery Protection Agreement are subject to the following terms and conditions:

- PERPETUAL CARE:** The Price charged for Burial Rights includes the cost of Perpetual Care as required by law. Cemetery will deposit into a fund the amount required by state law for the care and maintenance of the cemetery. Net income and the statutorily permitted portion of capital gains from the fund shall be used solely for the care and maintenance of the cemetery, reasonable costs of administering same, and other costs allowed by state law.
- SALE OR ASSIGNMENT PRIVILEGE:** Purchaser shall have the right at any time to designate a new contract Beneficiary or sell or transfer Beneficiary's interest in Burial Rights or property, undelivered merchandise under this Agreement if such items have been paid in full. The transferee shall be subject to all of the terms and conditions of this Agreement. Cemetery reserves the right to charge a fee for releasing Certificate of Ownership/Deed and any fees requested by State Law. No transfer or assignment of Burial Rights, or interest therein shall be valid until accepted in writing by Cemetery on Cemetery's forms and recorded in the book of Cemetery. The right of interest must be recovered to Cemetery, and Cemetery shall convey the property to the transferee. Cemetery may refuse consent to a transfer or an assignment if any balance of the purchase price is outstanding.
- EXCHANGE PLAN:** The Cemetery is a member of the International Cemetery-Cremation and Funeral Association Dollar Exchange Plan ("ICCFA Exchange Plan"). Under the plan, you are entitled to a dollar-for-dollar transfer of your purchased property and merchandise into another ICCFA Exchange Plan member's cemetery. ICCFA Exchange Plan has plan members throughout the United States. In order to qualify for a ICCFA Exchange Plan transfer: (1) The Cemetery Protection Agreement must be paid in full. (2) Purchaser must move more than 75 miles from Purchaser's permanent residence; (3) The maximum amount of credit to be transferred is currently \$5,000.00 per transaction for mausoleum crypts and \$2,500.00 for all other forms of interment; (4) Transfer privilege is only available to the person(s) listed on this Agreement; (5) Personalized cemetery merchandise may have restricted transfer; (6) Previously delivered merchandise services are excluded; and (7) Credit cannot be given for funeral services or caskets under the ICCFA Exchange Plan. The credit you receive does not include taxes, finance fees, allowances or discounts, but only for Burial Rights, and Merchandise and Services actually paid. Terms of the ICCFA Exchange Plan is subject to change by the International Cemetery-Cremation and Funeral Association.
- PRE-CONSTRUCTION PROTECTION GUARANTEE:** If the location of the Burial Rights is in a pre-constructed or pre-developed state, Purchaser understands that the interment, entombment, or inurnment spaces being purchased from Cemetery is not currently available for burial. No interment shall be made in the burial site specified herein until the development and improvement of the site has progressed sufficiently to permit burial therein and the space has been paid in full. If the burial site is not sufficiently developed and improved, interment shall be made in a burial site of similar size in a developed section of cemetery at no additional charge. If in the Cemetery's sole discretion, as permitted by State Law, no "actual" burial site is available, a temporary interment will be made until the Purchaser's space is completed and upon completion shall re-inter the remains in the location originally selected. Cemetery shall construct the mausoleum or columbarium within 4 years after the date of the first sale of an entombment or inurnment right in the proposed mausoleum or columbarium or, if construction is not completed within that time, Cemetery may provide a refund of 100% of the purchase price with interest calculated at the rate of 4% per annum.
- EXCEPTIONS TO FULL DELIVERY/ADDITIONAL CHARGES:** Except in the occurrence of any one of the three exceptions listed below, merchandise sold on page 1 will be delivered/installed when paid in full. Purchaser grants permission for delivery/installation of any other burial containers ("vault") and/or memorials purchased on this Agreement to either a warehouse to be stored, or will be delivered and/or installed at Cemetery. Warehouse is to be located in Michigan. The exceptions are: (1) Installment contracts not paid in full at time of need will only be guaranteed to the extent of principal balance paid; (2) Delivery to a cemetery more than 10 miles away; and (3) Burial rights for grave spaces must be paid in full before memorial is installed. **CHARGES FOR ADDITIONAL ITEMS:** Price paid for the memorial does not include the charge for adding the date of death. If service is elected, it will be paid as the time of a burial. Charges for the interment service are not included in the purchase price of the Burial Rights. Interment Service Fee will be due and payable before the interment service will be performed.
- CHANGE OF ADDRESS:** Purchaser shall notify Cemetery in writing of any change in address of Purchaser or Beneficiary.
- ALLOCATION OF DOWN PAYMENT:** Down Payments made will be applied in order of priority towards the purchase of burial rights, then to merchandise and toward purchases, then to services. If the Total Down Payment does not equal the Total Price for Merchandise and Burial Rights, additional payments will be due from Purchaser in accordance with the installment terms set forth on the Retail Installment Agreement. All payments will be applied in the same order of priority described above except money received will first be applied to finance charges accrued.
- RULES AND REGULATIONS OF CONDUCT:** To protect the interest of all Cemetery guests, Purchaser and his/her guests and invitees, agree to comply at all times with the Rules and Regulations of Conduct now existing or hereafter adopted by Cemetery. Purchaser understands that the Rules and Regulations may be amended or modified by Cemetery at any time without notice to Purchaser. A copy of the Rules and Regulations is available upon request.
- PAYMENTS SUBJECT TO TRUST REQUIREMENTS:** State law requires that Cemetery deposit funds paid by Purchaser to a trust account located at and administered by a qualifying institution pursuant to MI statute. Purchaser's Trust Account will include all Payments and interest minus administrative fees, expenses of the Trustee and investment management fees as permitted by law ("Trust Expenses"). The Purchaser acknowledges and agrees that all purchases from Cemetery are subject to the trust regulations and agree to be bound by the same. The net income will be distributed monthly to Cemetery pursuant to applicable state law.
- WITHDRAWAL OF FUNDS IN TRUST:** After the death of Beneficiary or upon actual delivery of the Merchandise and Burial Rights to the specified destination, Cemetery shall request to receive the amount in Purchaser's Trust Account plus any unpaid balance of the Cash Price for Merchandise and Burial Rights and unpaid Finance Charges as allowed by State law.
- RIGHT TO CORRECT ERRORS AND SEVERABILITY:** Cemetery is authorized to correct any bona fide arithmetic or other error in completing this Agreement and shall promptly notify Purchaser of any corrections made. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining provisions, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed stricken from this Agreement.
- SUBSTITUTION OF MERCHANDISE:** Purchaser acknowledges and agrees that the exact Merchandise set forth in this Agreement may not be available at the time of need and delivery, and in such an event the Merchandise furnished will be that most nearly similar in style and equal in quality of material and workmanship then available.
- EXCLUSION OF WARRANTIES:** The only warranties, express or implied, granted in connection with the merchandise sold, are the express written warranties, if any, made by the manufacturer. No other warranties, including but not limited to, warranties of merchantability or fitness for a particular purpose, are made by Cemetery.
- FORCE MAJEURE:** If war, strikes, labor dispute, material shortage, governmental regulations, voluntary or involuntary conservation program or any cause beyond the control of Cemetery makes it impossible or prohibitively expensive for Cemetery to perform any service or deliver any goods and property purchased herein, Cemetery shall be excused from its obligations to perform such services during the pendency of such event and may substitute for the goods or property agreed to be delivered hereunder such other goods or property as are then reasonably available provided such goods or property are substantially similar in kind to those purchased herein.
- COLLECTION:** In consideration of the services provided, we hereby guarantee payment in full in accordance with the Agreement(s) entered into. In the event of default in payment, Purchaser shall be responsible for reasonable collection agency fees equal to twenty percent (20%) of the delinquent balance, reasonable attorney fees, plus any applicable court costs.
- MARKETING; SHARING OF INFORMATION:** Purchaser, for him, her, or itself and for any person whose personal information Purchaser provides to Cemetery, consents to Cemetery's collection, use, and/or sharing of such information for the purpose of marketing goods or services to each such person, regardless of whether such goods or services are related to the goods or services purchased under these terms and conditions. Such marketing may be conducted by Cemetery, one or more affiliates of Cemetery, and/or one or more unaffiliated third parties to whom Cemetery directly or indirectly provides such information. Any person may opt out of such marketing by contacting Cemetery using the contact information in this agreement. Cemetery will cease using such information for such purposes within 30 days after receipt of such person's opt-out notice. Cemetery makes no representation, and assumes no obligation, with respect to any act of omission by any third party to whom Cemetery transfers such information, including, but not limited to, any third party's continued use of the information after the person opts out of marketing.
- ENTIRE AGREEMENT:** This agreement constitutes the entire agreement and all covenants between the parties. There are no collateral representations and warranties. This Agreement supersedes all other agreement, whether written or oral, that may have been made or entered into by the parties relating to the subject matter of this Agreement. Any modifications to this Agreement must be in writing and signed by both parties.
- CEMETERY RIGHT TO APPROVAL OR CANCELLATION:** Cemetery reserves the right to have every agreement reviewed and approved by officers of Cemetery. If this Agreement is not approved by Cemetery's officers, Cemetery will notify Purchaser within twenty (20) days of this Agreement, the Agreement shall be deemed void, and Purchaser shall be refunded any down payment made. If Agreement is cancelled because it is not approved by Officers of Cemetery, Purchaser shall release Cemetery of all responsibilities and obligations under this Agreement.
- APPLICABLE LAW:** This Agreement is a contract made under the laws of the State of Michigan, and for all purposes will be governed by and interpreted in accordance therewith, without regard to principles of conflicts of laws.
- PAYMENT PROCEDURE:** Cemetery may accept late payments or partial payments although they may be marked "Payment in Full" without waiving any of the rights under this Agreement. Cemetery may delay enforcing its rights from time to time under this Agreement without waiving any of its rights under this Agreement or by law.
- LIMITATION OF LIABILITY:** In no event shall Cemetery be liable to Purchaser for an amount greater than the amounts actually paid by Purchaser. Cemetery does not intend to charge or collect, and Purchaser does not agree to pay any finance charge or fee that is more than the maximum amount permitted by state law. If Purchaser pays a finance charge or fee that is contrary to these provisions, Cemetery, at its sole discretion, may apply such excess amount to reduce the unpaid balance of this Agreement or, if this Agreement has been paid in full, refund such excess amount to Purchaser.
- PROMISE TO PAY:** You have been given the opportunity to purchase Merchandise and Burial Rights for the Cash Price or Merchandise and Burial Rights for the Total Sales Price. The Total Sales Price is the Price for the Merchandise and Burial rights if you buy them: over time. If you have agreed to purchase the Merchandise and Burial Rights over time, this is a pre-computed installment contract. The amount you have agreed to pay, the Total Sales Price, includes finance charges payable from today's date until the last scheduled payment is due. You agree to pay interest at the Annual Percentage Rate disclosed in the Retail Installment Agreement on the unpaid balance at maturity, including maturity by acceleration. If you prepay this debt in full prior to its maturity date, you may be entitled to a refund of the unearned finance charges. The refund will be calculated according to the actuarial method. There will be no refund of less than \$1.00.
- INCOME PROTECTION:** If after the first payments have been made, a Purchaser, who was employed on a full-time basis at the time of the purchase, subsequently becomes unemployed or if the union of which Purchaser is a member goes on strike, this Agreement will stay in force if the Purchaser pays \$10.00 per month, for a maximum period of up to six (6) months, provided Purchaser has given Cemetery prompt written notice and evidence of unemployment or strike satisfactory to Cemetery and Cemetery has agreed in writing to allow a stay. Each \$10.00 credit will be applied against the unpaid balance owing.
- ALLOCATION OF PAYMENTS:** If more than one item has been purchased, the Cemetery reserves the right to allocate payments received in any lawful manner. All payments when received will be allocated in order of priority as follows: 1st - to pay accrued but unpaid finance charges; 2nd - burial rights found on lines A through C on the Cemetery Protection Agreement; and 3rd - prorated among lines E through F. Section Titled, "Contract Price of Merchandise and Services with 10% Commission", of the Cemetery Protection Agreement.
- DEFAULT:** Strict compliance and timing of Payment is of the essence under this Agreement. Purchaser shall be deemed in default under this Agreement ("Default") if any payment is not made with ninety days (90) days of its scheduled due date or if Purchaser has failed to perform under any terms or conditions of this Agreement. Upon Default, after providing notice pursuant to law, Cemetery may, in its sole discretion, take any or all of the following actions:
  - (1) Accelerate the maturity of any unpaid balance owed under this Agreement;
  - (2) Commence legal action to seek damages and/or enforce the terms of this Agreement;
  - (3) Offer the Purchaser the right to continue making payments and assess a Late Charge; or
  - (4) Terminate this Agreement, foreclose on any security interest and retain the balance of the Purchaser's Account as liquidated damages to the extent permitted by law.

If the Cemetery Protection Agreement includes a sale of a Burial Right, then thirty (30) days following the notice of contract termination letter, the Cemetery Protection Agreement will be automatically cancelled, and amounts paid toward Burial Rights shall be forfeited by Purchaser as liquidated damages to the Cemetery.

If Purchaser defaults and Cemetery must hire legal counsel to enforce this Agreement, Purchaser shall pay Cemetery's costs and reasonable attorney's fees associated with any enforcement action. If Purchaser defaults, the Guaranteed Ownership Plan, the Protection for Children/Grandchildren, and Exchange Plan shall be null and void.

Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes—information about your creditworthiness;</li> <li>• Affiliates from using your information to market to you; and</li> <li>• Sharing for Non-affiliates to market to you.</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	If you have a joint account, your choice(s) will apply to everyone on your account unless you elect otherwise.
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.
Non-affiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

<p>Midwest Memorial Group, LLC operates the following cemeteries in Michigan.</p> <table border="0"> <tr> <td>Acacia Park Cemetery - Beverly Hills</td><td>Kent Memorial Gardens - Byron Center</td></tr> <tr> <td>Albion Memory Gardens - Albion</td><td>Midland Memorial Gardens - Midland</td></tr> <tr> <td>Cadillac Memorial Gardens East - Clinton Twp.</td><td>Mount Hope Memorial Gardens - Livonia</td></tr> <tr> <td>Cadillac Memorial Gardens West - Westland</td><td>Northland Chapel Gardens - Negaunee</td></tr> <tr> <td>Chapel Gardens - Alma</td><td>Oakland Hills Memorial Gardens - Novi</td></tr> <tr> <td>Eastlawn Memorial Gardens &amp; Mausoleum - Saginaw</td><td>Oakview Cemetery - Royal Oak</td></tr> <tr> <td>Elm Lawn Cemetery - Bay City</td><td>Oakwood Memorial Mausoleum - Saginaw</td></tr> <tr> <td>Floral View Memorial Gardens - Grandville</td><td>Restlawn Memorial Gardens - Holland</td></tr> <tr> <td>Forest Lawn Memorial Gardens - Dimondale</td><td>Roseland Park Cemetery - Berkley</td></tr> <tr> <td>Forest Lawn Memorial Park - Detroit</td><td>Roselawn Memorial Gardens - Saginaw</td></tr> <tr> <td>Gardens of Rest Memorial Park - Wells</td><td>United Memorial Gardens - Plymouth</td></tr> <tr> <td>Graceland Memorial Park and Mausoleum - Grand Rapids</td><td>Washtenong Memorial Park and Mausoleum - Ann Arbor</td></tr> <tr> <td>Grand Lawn Cemetery &amp; Mausoleum - Detroit</td><td>Woodlawn Cemetery - Detroit</td></tr> <tr> <td>Hillcrest Memorial Park - Jackson</td><td>Woodmere Cemetery - Detroit</td></tr> </table>		Acacia Park Cemetery - Beverly Hills	Kent Memorial Gardens - Byron Center	Albion Memory Gardens - Albion	Midland Memorial Gardens - Midland	Cadillac Memorial Gardens East - Clinton Twp.	Mount Hope Memorial Gardens - Livonia	Cadillac Memorial Gardens West - Westland	Northland Chapel Gardens - Negaunee	Chapel Gardens - Alma	Oakland Hills Memorial Gardens - Novi	Eastlawn Memorial Gardens & Mausoleum - Saginaw	Oakview Cemetery - Royal Oak	Elm Lawn Cemetery - Bay City	Oakwood Memorial Mausoleum - Saginaw	Floral View Memorial Gardens - Grandville	Restlawn Memorial Gardens - Holland	Forest Lawn Memorial Gardens - Dimondale	Roseland Park Cemetery - Berkley	Forest Lawn Memorial Park - Detroit	Roselawn Memorial Gardens - Saginaw	Gardens of Rest Memorial Park - Wells	United Memorial Gardens - Plymouth	Graceland Memorial Park and Mausoleum - Grand Rapids	Washtenong Memorial Park and Mausoleum - Ann Arbor	Grand Lawn Cemetery & Mausoleum - Detroit	Woodlawn Cemetery - Detroit	Hillcrest Memorial Park - Jackson	Woodmere Cemetery - Detroit
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#### Mail-In Form

If you have a joint account, your choice(s) will apply to everyone on your account unless you mark below.

☐ Apply my choices only to me.

Mark any/all you want to limit:

- ☐ Do not share information about my creditworthiness with your affiliates for their everyday business purposes.
- ☐ Do not allow your affiliates to use my personal information to market to me.
- ☐ Do not share my personal information with non-affiliates to market their products and services to me.

#### Your Information

Name \_\_\_\_\_

Address \_\_\_\_\_

Account No. \_\_\_\_\_

#### Send to:

Midwest Memorial Group, LLC  
31300 Southfield Road - Suite 1  
Beverly Hills, Michigan 48025

Attn: Privacy Manager

WOODMERE CEMETERY

9400 W. FORT ST.  
DETROIT, MI 48209  
(313) 841-0188

054730

RECEIVED FROM

American Muslim Society

DATE

6-30-17

FOR

one 30-265818

100,000.00 DOLLARS

☐ CASH  
☒ CHECK  
☐ M.O.

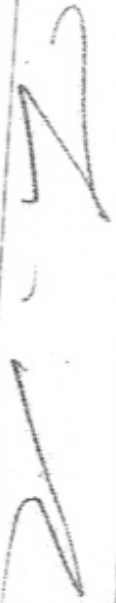
Amount of Acct. .... \$

Amount Paid ..... \$

Balance Due ..... \$

THANK  
YOU

BY





**ADDITIONAL TERMS AND CONDITIONS TO THE GRAVE  
PURCHASE AGREEMENTS BETWEEN WOODMERE  
CEMETERY AND THE AMERICAN MOSLEM SOCIETY DATED  
FEBRUARY 7, 2002 AND JUNE 29, 2017**

This contract is entered into as of June 29, 2017 between Woodmere Cemetery and the American Moslem Society (AMS).

Whereas, the parties executed a purchase agreement dated February 7, 2002 which provided for the purchase by AMD of 1,522 burial rights associated by one burial right to one grave space (the "2002 PA"); and

Whereas, the parties entered into a contract providing additional term and conditions to the 002 PA (the "2002 Terms and Conditions"); and

Whereas, AMS has purchased an additional 1,000 burial rights associated with one burial right to one grave on a purchase agreement dated June 29, 2017 (the "2017 PA"); and

Whereas, the parties wish to memorialize additional terms and conditions to the 2017 PS and replace the 2002 Terms and Conditions as applied to the 2002 PA.

Therefore, it is agreed as follows:

1. The governing documents for the remaining graves under the 2002 PA and the 2017 PA are the purchase agreements themselves and this agreement (which supersedes the 2002 Terms and Conditions as to graves unconsumed as of June 29, 2017).
2. The charge of \$530.00 per burial right in the 2002 PA and the charge of \$625.00 per burial right in the 2017 PA include perpetual care. Woodmere Cemetery is responsible to remit the 15% of retail sales price on the burial right to the Perpetual Care Trust account.
3. Woodmere acknowledges and understands that AMS is purchasing burial rights for the benefit of its members. The family of the deceased is responsible for payment of all services and products other than the burial right fee, which is the responsibility of AMS. Woodmere shall make independent arrangements for services and payment with the families of the deceased. AMS shall not be responsible in any manner for default in payment or other financial performance by the families of the deceased.
4. It is agreed and understood that all memorialization for the grave spaces under the 2002 PA and the 2017 PA will be purchased exclusively through Woodmere. All memorializations shall be made of 24" x 12" x 4" flush cornelian granite and shall include a name in cryptic script and also in English, year of

birth, year of death, and a moslem emblem. It is further agreed and understood that the installation of the memorial, the fee for interment (commonly called opening and closing fee of the grave), the purchase of a concrete rough box and the installation of the concrete rough box in the grave space will be furnished exclusively through Woodmere. The price for these items for the calendar year 2017 is \$2,225.00 excluding sales tax. Thereafter, a 3.25% inflation factor per year will apply on all items except the sales tax. The itemization of these items are as follows:

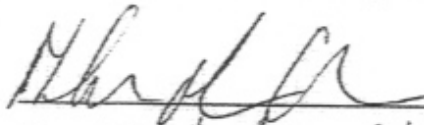
a. Opening and Closing fee	\$ 903.10
Concrete rough box	329.82
Installation of concrete rough box	200.00
Memorial (as described above)	523.31
Memorial installation	<u>268.77</u>
Subtotal	\$2,225.00
Michigan Sales Tax	<u>51.80</u>
Total	<u>\$2,276.80</u>

- b. As of June 29, 2017, Michigan sales tax is 6% of the tangible goods being itemized and sold. \$51.80 is 6% of \$853.13, which is the sum of the \$329.82 for the concrete rough box and \$523.31 for the memorial. Michigan sales tax rate may vary based on what rate is approved by the Michigan legislature.
5. All baby burials for AMS members will be interred in the AMS baby garden at Woodmere are provided at no cost to AMS members with the provision that the interment occurs in a unit no larger than 36 inches long and 16 inches wide.
6. In the event of a conflict between the terms of this document and any of the other governing documents or Woodmere's Rules and Regulations booklet, the terms set forth in this document shall control.

**Woodmere Cemetery**

\_\_\_\_\_  
 By: \_\_\_\_\_  
 Its: \_\_\_\_\_

**American Moslem Society**

  
 By: Mahdi Al  
 Its: President

### AMS Sections II & III

- The American Moslem Society "AMS" currently has the option to purchase grave spaces 1491 to 1522 at \$550 per interment right. This purchase would yield a total of 32 interment rights.
- The first purchase of graves in AMS II was made in August of 2005
- We can assume a 15-year consumption rate should the remainder of the 1522 graves be used by August 2020. This represents an average annual interment rate of 101 interments per year.
- In 2019, however, AMS conveyed 211 grave spaces in AMS II to its members for interment.
- YTD 2020, AMS has conveyed approximately 62 grave spaces in AMS II which represents an annual average use rate of approximately 250 interment rights.
- All current and future AMS Gardens are considered "rotation, next available" and cannot be deeded and reserved by any individual or family.
- Each option for additional interment right purchases set forth below (except option 4) is contingent on the elimination of the previously agreed to Additional Terms and Conditions dated June 29, 2017 related to merchandise and services discounts (hereinafter the "back package").
  - Also eliminated with the "back package" would be the requirement that memorialization be purchased through the cemetery.
    - However, all cemetery rules and regulations pertaining to the design and installation of any memorialization would remain in force and effect.

#### Option 1

- The continuous section which AMS II is located has total grave spaces of 1600 of which 1522 are dedicated to AMS for purchase in blocks of 20 as needed.
- Once AMS satisfies this agreement and purchases the total of 1522 there will be 78 interment spaces remaining (unsold) to complete the section.
- Woodmere will offer the 78 remaining spaces to AMS under the following conditions
  - Spaces 1523 through 1600
    - Reserved for purchase by AMS
    - Minimum purchase of 20 interment rights per transaction (paid in full at execution of agreement)
      - 78 Total
        - Purchase 1 = 20 interment rights – spaces 1523-1542
        - Purchase 2 = 20 interment rights – spaces 1543-1562
        - Purchase 3 = 20 interment rights – spaces 1563-1582
        - Purchase 4 = 18 interment rights – spaces 1583-1600
  - Interment Rights will be designation "rotation, next available" and will not be deeded and assigned
  - Price per interment right will be set at \$950.00 per which includes 15% perpetual care of \$142.50 per
  - Every transaction will be assessed a \$125.00 administrative processing fee as is standard for all contracts in the cemetery

#### Option 2

- Whereas AMS entered into a binding purchase and sale agreement with Woodmere Cemetery on 6/29/2017 for the purchase of 1000 interment rights in developed garden AMS III
  - Total purchase price of agreement \$625,000 (\$625 per interment space which includes 15% perpetual care of \$93.75 per)
  - A down payment of \$100,000 was made at time of purchase
  - Monthly payments of \$8,750 have been made on schedule by the 3<sup>rd</sup> of each month
  - Total paid in on agreement as of last payment received dated 4/1/2020 is \$271,250.00
- Woodmere will offer the following
  - Cancel and rewrite the 6/29/2017 agreement
    - In doing so the Cemetery will deed interment rights paid in full in the amount of 434 interment rights
    - Rewrite the agreement for the remaining number of available interment rights at the previously agreed to price per interment right of \$625 per, which includes 15% perpetual care of \$93.75 per
      - Remaining interment rights for purchase total 566
      - Total purchase price including \$125 administrative fee of \$353,875
      - 10% down payment required of \$35,387.50

#### Option 3

- Cancel the 2017 agreement and issue interment right certificates for the 434 interment rights purchased based on total paid in of \$271,250
- Reserve the remaining 566 spaces which represent the balance of available interment rights in AMS III for purchase by AMS in blocks of 20 (paid in full at execution of agreement)
  - Current single space purchase price is \$2,795
  - Current per space bulk purchase price \$2,236 which represents a 20% discount
  - Woodmere Cemetery will provide exclusive interment right pricing for AMS on the following schedule.
    - Per interment right price for the remainder of 2020 will be \$950 and will increase \$200 every year until all remaining interment rights in AMS III have been secured by the AMS. Each transaction will be assessed a \$125.000 administrative processing fee. Example below.
      - 2020 - \$950 per interment right. Total per purchase \$19,125
      - 2021 - \$1,150 per interment right. Total per purchase \$23,125
      - 2022 - \$1,350 per interment right. Total per purchase \$27,125

#### Option 4

- 1-time full cash payment of \$353,750 to satisfy the 2017 installment agreement for 1000 spaces located in AMS III Garden.